

City Council Meeting Agenda
Roseville's City Council Welcomes You!
Your presence and participation contribute to good city government

Procedures for Addressing the Council

Thank you for attending Roseville's City Council meeting. We comply with the state law governing public meetings, also known as the Brown Act, which includes these provisions:

- All items on the agenda are open to public comment before final action is taken.
- "Public Comment" gives you an opportunity to speak to the City Council about an issue that is not on the agenda. Speakers are requested to restrict their comments to issues that are within the jurisdiction of the City Council and to stay within a three-minute time limit. The Brown Act, with certain exceptions, does not permit the Council to discuss or take action on items that are not on the agenda.
- Time limits are observed to conduct city business effectively and efficiently. The City of Roseville has established a five-minute time limit for individual speakers for items that are listed on the agenda. Speakers are to restrict comments to items as they appear on the agenda. The Mayor has the discretion of limiting total discussion time or extending the time limit to 10 minutes for a group discussion.

How We Help You

The City of Roseville strives to make reasonable accommodation in all of its programs, services and activities for all qualified individuals with disabilities. Notification to the City Clerk's Department by calling us at (916) 774-5263 or through our TDD line at (916) 774-5220 at least 48 hours in advance of the meeting will enable the city to make arrangements to ensure meeting accessibility and availability of the agenda in appropriate alternative formats to persons with disabilities, as required by Section 202 of the American with Disabilities Act of 1990. If you need assistance with sound enhancing devices or the use of a cordless microphone, please contact the City's Media specialist when you arrive at the meeting.

City Council Agendas and Staff Reports

Are available on-line at: www.roseville.ca.us

Complete agenda materials are also available for reading at:

- Downtown Roseville Library, 225 Taylor Street
- Maidu Library, 1530 Maidu Drive
- Martha Riley Community Library, 1501 Pleasant Grove Boulevard

Roseville City Council

Mayor – Carol Garcia

Vice Mayor – Susan Rohan

Councilmember – Bonnie Gore

Councilmember – Tim Herman

Councilmember – Pauline Roccucci

City of Roseville Staff

City Manager – Ray Kerridge

City Attorney – Brita J. Bayless

City Clerk – Sonia Orozco

Audio/Visual Materials

If you plan to use audio/visual materials during your presentation, they must be submitted to the City at least 48 hours in advance and be compatible with the City's video equipment. Please call (916) 774-5397 if you have any questions.

Watch Meetings on Channel 14 or 73

All public meetings are broadcast live on Roseville's Television (Comcast Channel 14/Surewest Channel 73) and our website (www.roseville.ca.us/corlv). Meetings are replayed the following morning at 9am along with other times. Check www.roseville.ca.us/TVSchedule for the program schedule. DVD copies of the meetings are available for check-out at the library.

City Council Agenda Information

Roseville's City Clerk's Department is your source of information about:

- City Council agendas and staff reports, which discuss background, issues and recommendations for Council consideration. Staff reports often include charts, diagrams and maps that will help you understand Council discussions and decisions. You may pick up a free copy of the agenda on the Friday before a Council meeting. A free synopsis is available within four days after each meeting. For information about copies of staff reports, please call the City Clerk's Department at (916) 774-5263.
- Agenda subscriptions, which cost \$20 for six months and \$40 for one year, are available. Agendas are mailed to subscribers before each meeting.
- Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City Clerk to all or a majority of the Roseville City Council less than 72 hours prior to that meeting are available for public inspection during normal business hours at the office of the Roseville City Clerk located at 311 Vernon Street, Mezzanine Level, Roseville California 95678.

PUBLIC SPEAKING TIPS

Making Your Point – Making It Count

Roseville leaders welcome you to public meetings and encourage you to participate in discussions important to you. How you present your message at the podium can help or hurt your ability to persuade your audience. Your preparation and organization may pay off with a speech that is clear, concise, accurate and credible.

Ultimately, the best decisions are made when there is a forum for all opinions to be shared respectfully. Whether you are an experienced public speaker or speaking at the podium for the first time, it may be helpful to remember these public speaking tips:

IDENTIFY YOUR MAIN POINTS

Write them down to help you organize your thoughts and remember them while you're at the podium.

CHECK YOUR FACTS

Accuracy improves your credibility and helps make a positive impression.

USE HANDOUTS

Handouts summarizing your position may be distributed to policy makers and staff and are appreciated if they are clear, concise, and help identify your key points.

TAKE A DEEP BREATH

Being nervous is normal. It may help to take a deep breath and exhale slowly just before you approach the podium.

INTRODUCE YOURSELF

As you begin to speak, state your name clearly for the record. If you are representing a group or organization, identify them as well.

OPEN WITH YOUR POSITION

Start your presentation with your position, and then present supporting information. You will sound organized, and you won't run the risk of running out of time before your point is made.

KEEP IT SHORT AND SIMPLE

Attention spans are short and people will remember a brief presentation better than one that includes too much information.

BE CAUTIOUS USING HUMOR

Humor is very subjective. While some may laugh, others may be offended.

DON'T REPEAT YOURSELF

Time is valuable and people will tune out when they hear the same thing over and over. If a previous speaker has already made the point you planned to make, simply refer to that speaker and express support for that position.

PERSUADE, DON'T BADGER

Compelling presentations contain facts and are best made when calm. The entire argument can be lost if insulting or degrading language is used, reducing your credibility and the power of your message.

CLOSE WITH AN ACTION STATEMENT

The last sentence you say is the one which will be remembered. Ending with, "Please adopt this resolution," or "I urge you to vote "yes" on this ordinance," will affirm what you are asking to occur.

Remember, Roseville City government includes City Council, staff, and citizens working together to understand each others' opinions to make the best decisions for the community.

THANK YOU FOR PARTICIPATING!



AGENDA MARCH 18, 2015

CITY COUNCIL MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Councilmember:	Bonnie Gore
Vice Mayor:	Susan Rohan
Councilmember:	Tim Herman
Councilmember:	Pauline Roccucci
Mayor:	Carol Garcia

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

6. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker.

BEGINNING OF CONSENT CALENDAR**Minutes:****6.1 Minutes of Prior Meetings**

December 10, 2014 City Council Closed Session, December 17, 2014 City Council Closed Session, December 17, 2014 City Council Closed Session/City Council Meeting, January 21, 2015 City Council Closed Session/City Council Meeting/Housing Authority Meeting, February 4, 2015 City Council Meeting, February 18, 2015 City Council Closed Session/City Council Closed Session/City Council Meeting.

File 0102-03

CONTACT: Sonia Orozco 774-5263 sorozco@roseville.ca.us

Bids/Purchases/Services:**6.2 Church Street Sidewalk Project – Approval of Plans and Specifications and Call for Bids**

Memo from Junior Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Church Street Sidewalk Project and authorize staff to call for bids. The scope of this project includes the installation of missing segments of sidewalk and the installation of curb ramps along Church Street from Atkinson Street to Washington Boulevard. Staff anticipates construction to begin in early June 2015, with completion by the end of August 2015. Construction plans and specifications for the project have been completed and are available at the City Clerk's Office for review. The engineer's estimate for this project is \$150,000.00 which is fully funded with Community Development Block Grant funds. No General Funds are allocated for this project.

Council Communication No. 6685 – File 0900-04

CONTACT: Noah Siviglia 746-1300 nsiviglia@roseville.ca.us

6.3 Phillip Road Chip Seal Project – Reject Bid

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-79 REJECTING ALL BIDS FOR THE PHILLIP ROAD CHIP SEAL. On September 3, 2014, the City Council approved the plans and specifications for the Phillip Road Chip Seal Project and authorized staff to call for bids. One bid was received and opened on October 14, 2014. The bid received was submitted by Intermountain Slurry Seal, Inc. for \$202,020.00, an amount 34 percent above the engineer's estimate. The bid was rejected by City Council and the project was re-advertised. On February 17, 2015 bids were opened again and only one bid was received. Although the bid price decreased, it remains 31 percent above the engineer's estimate. Staff plans to include the Phillip Road Chip Seal Project with the 2015 Residential

Resurfacing Project that will be advertised in May. The Phillip Road Chip Seal Project and the 2015 Residential Resurfacing Project are similar in work type. Bidding them together will attract more bidders and result in lower unit prices because of larger material quantities. Bidding them together will also reduce the contractor's overhead and mobilization costs relative to the work items. The engineer's estimate for this project is \$150,000.00 which is fully funded with Gas Tax Funds. No General Funds are allocated for this project.

Council Communication No. 6686 – File 0900-04-01

CONTACT: Nick Graves 746-1305 ngraves@roseville.ca.us

6.4 Vehicle Purchases (RFQ 3001)

Memo from Purchasing and Warehouse Manager Shannon Wiest and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to John L. Sullivan for one (1) police rated Chevy Tahoe utilizing the City's RFQ 3001 and authorize a purchase order to Downtown Ford Sales for four (4) Ford Fusion Sedans utilizing the State of California contract #1-14-23-10A. The Police Department has a requirement for a Chevy Tahoe to be used as an additional patrol vehicle for a new officer position that was approved on the FY2014/15 budget. The vehicle will be used on a daily basis for patrol services. The City's RFQ 3001 includes language allowing the City of Roseville to purchase additional vehicles for a period of up to one year from the contract award date of May 7, 2014 and this purchase is still within that time period. The total cost of the vehicle is \$36,192.40. Funding is included in the FY2014/15 Auto Replacement budget. Regarding the four (4) Ford Fusions, the Police Department is replacing three vehicles that will be assigned to their investigations unit. Detectives will use these vehicles to conduct their daily duties. Duties may also include participating in stakeouts in an attempt to catch individuals suspected of committing crimes in the City's jurisdiction. The Public Works Department is replacing a vehicle used by the Public Works and Development Services engineering staff for project inspection and routine meeting travel. The total cost of the Ford Fusion Sedans is \$77,690.25. Funding is included in the FY2014/15 Auto Replacement budget.

Council Communication No. 6702 – File 0203-01

CONTACT: Shannon Wiest 774-5705 swiest@roseville.ca.us

Resolutions:

6.5 Diamond Creek 31B, Village 2 – Certificate of Completion

Memo from Construction Inspection Supervisor Richard Chapman and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-80 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS DIAMOND CREEK 31B, VILLAGE 2 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made a final inspection of the project and has found that the roadway infrastructure work has been completed in accordance with the improvement plans and City specifications. The actions requested as part of this item have no impact to the City's General Fund. Construction costs were paid by the developer.

Council Communication No. 6703 – File 0400-04-07-1

CONTACT: Richard Chapman 774-5441 dchapman@roseville.ca.us

6.6 FY14/15 Transportation Development Act Claim for the South Placer Transportation Information Center

Memo from Alternative Transportation Manager Michael Wixon and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-81 APPROVING AND AUTHORIZING EXECUTION OF THE 2014-2015 TRANSPORTATION DEVELOPMENT ACT CLAIMS TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY. On November 17, 2010 City Council approved the agreement between the City of Roseville and the Western Placer Consolidated Transportation Services Agency (WPCTSA) regarding the funding and operation of the South Placer Transit Information Center (Call Center). The Call Center became fully operational in April, 2011. The Transportation Development Act (TDA) claim process is the mechanism by which the City funds the operation of the South Placer Call Center. In accordance with the Call Center Agreement, Placer County Transportation Planning Agency allocates up to \$300,000.00 of TDA funds each fiscal year for the operation of the Call Center. City staff has successfully obtained \$50,000.00 of Federal Transit Administration (FTA) grant funding. This year's TDA claim amount for \$296,696.00, in addition to FTA grant funding, will fully fund the projected FY2015 operational costs of \$346,696.00.

Council Communication No. 6687 – File 0721

CONTACT: Michael Wixon 774-5480 mwixon@roseville.ca.us

6.7 WaterSmart Software Program – Professional Services Agreement Amendment

Memo from Environmental Utilities Outreach & Program Administrator Lisa Brown and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-82 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WATERSMART SOFTWARE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. WaterSmart Software is an informational program enabling participants to receive bi-monthly reports where they can view their actual water use and how they compare to households of similar house/lot size. The report also contains water efficiency tips and program recommendations tailored to their needs. The program has been in effect since February 2013 and has had great success. This agreement is for a one year term. Under the current water supply conditions, a program such as this provides staff the opportunity to easily communicate drought specific messaging, clearly communicate current and historical water usage patterns, and project what a stated water usage reduction would look like to each participant. Funding in the amount of \$80,000.00 was included in the FY2014/15 Water Efficiency budget.

Council Communication No. 6709 – File 0800-02

CONTACT: Lisa Brown 746-1710 lbrown@roseville.ca.us

6.8 Performance of UV System Testing & Peracetic Acid Evaluation – Professional Services Agreement Amendment

Memo from Principal Engineer Bryan Buchanan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-83 APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE

CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In addition to the current contract, an additional task is being proposed to validate UV lamps at a 12,000 hour end of life. Currently UV lamps must be taken out of service at both the Dry Creek and Pleasant Grove WWTPs after 9,000 hours of use. This is a requirement for Title 22 compliance based on the original California Department of Public Health validation of the City's UV disinfection system. This will allow the City to extend the service life of the UV bulbs at both WWTP facilities saving approximately \$75,000.00 to \$100,000.00 annually in reduced UV lamp purchases. The additional cost for the work included in this amendment is \$152,569.00. The revised not-to-exceed amount of this contract is \$235,869.00 and is funded in the FY2014/15 Pleasant Grove WWTP and Dry Creek WWTP operating budgets.

Council Communication No. 6710 – File 0800-02

CONTACT: Bryan Buchanan 746-1812 bbuchanan@roseville.ca.us

6.9 Powerex Renewable Energy Purchase

Memo from Power Supply and Portfolio Administrator Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-84 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND POWEREX CORP. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The State of California's Renewable Energy Portfolio Standard (RPS) legislation requires electric utilities to increase the amount of energy they receive from renewable sources to 33% by 2020. To meet this increasing need, Roseville Electric has been negotiating supply agreements with counterparties and has procured sufficient renewable energy to satisfy the RPS requirements through 2016. In late 2014, Roseville Electric solicited additional renewable energy offers. Powerex Corporation provided the lowest priced bid with a 10-year term. By regulation, purchase agreements of 10 years or greater provide flexibility to "bank" renewable energy and move quantities from one year to another. Additionally, Powerex has an AAA credit rating. With this purchase Roseville will meet the State requirement of 33% renewable energy through 2024. The agreement provides 750,000 MWh of renewable energy over ten years. The total cost of the renewable attribute is \$11,482,500.00. The future cost of renewable energy was included in the financial projections in the 2012 Roseville Electric rate case.

Council Communication No. 6689 – File 0800-03

CONTACT: Philip McAvoy 774-5689 pmcavoy@roseville.ca.us

6.10 HVAC Study and Evaluation, Measurement and Verification – Professional Services Agreement

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-85 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND NEXANT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. California state law mandates that Roseville Electric perform an evaluation, measurement and verification (EM&V) of energy savings achieved by selected energy efficiency programs. EM&V must follow guidelines published by the California Energy Commission, must be performed by an independent third party, and may include separate studies investigating the potential achieved energy savings from some energy

efficiency measures. The professional service agreement with Nexant is a two year agreement. A Request for Proposals for these services was issued through the Public Purchase system and received seven qualified responses. Roseville Electric selected the residential pool pump, sunscreen, whole house fan, and high efficiency air conditioning HVAC programs for EM&V for the FY2015/16 program year. The information obtained from the EM&V review will validate the energy savings claimed for FY2015/16 as required by California Assembly Bill 2021 and provide recommendations for program improvements. Total cost of the professional service agreement shall not exceed \$126,866.00 and is estimated to be completed by November 30, 2016. This expense is included in the Public Benefits budget for FY2014/15.

Council Communication No. 6690 – File 0800-03

CONTACT: Renee Laffey 774-5671 rlaffey@roseville.ca.us

6.11 Power Purchase and Exclusive Option Agreement Amendment

Memo from Power Supply and Portfolio Administrator Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-86 APPROVING A SECOND AMENDMENT TO POWER PURCHASE AND EXCLUSIVE OPTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ENERGY 2001, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In March 2004, the City executed a Power Purchase and Exclusive Option Agreement with Energy 2001, Inc. to purchase renewable electricity generated from landfill gas at the Placer County landfill. In the agreement and its first amendment, Energy 2001 agreed to generate and supply electricity to Roseville through April 2016. In 2012, Energy 2001 discontinued supplying Roseville due to financial issues. After extended negotiation, City staff and Energy 2001 have come to a mutually acceptable solution to revise the terms of the original agreement and compensate the City \$37,440.00 for the cost to replace the non-delivered electricity. This agreement provides monthly payments to Roseville totaling \$37,440.00 by Energy 2001 Inc. for April 1, 2015 through April 2016.

Council Communication No. 6691 – File 0800-03

CONTACT: Philip McAvoy 774-5689 pmcavoy@roseville.ca.us

6.12 Hosting Services – Subscription Agreement Amendment

Memo from Key Account Representative Kris Blair and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-87 APPROVING A SECOND AMENDMENT TO SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COMVERGE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In the summer of 2007, Roseville Electric implemented a Residential Demand Response Program called Power Partners. This is a voluntary program for residential customers that provides Roseville Electric with the ability to reduce electric load by cycling air conditioners on and off for short intervals during grid emergency or other critical peak energy use periods. Comverge hosts the software necessary to initiate and terminate cycling activities, and Roseville Electric staff directs these activities via a web-based portal provided by the vendor. Hosting services also include the paging service that interfaces with the devices, customer support for Roseville Electric staff, database updates for new device installations and removals, security monitoring, and web-based training. The amendment provides hosting services through

June 2016. The fee charged by Comverge for these services did not increase as part of this amendment. This amendment has a not to exceed amount of \$42,000.00 which represents a hosting fee of \$3,000.00 per month for 14 months. The funding is included in the Electric Department's FY2014/15 budget. These costs may be offset by savings associated with peak demand reduction during summer months.

Council Communication No. 6692 - File 0800-03

CONTACT: Kris Blair 774-5581 kblair@roseville.ca.us

6.13 Disclosure Consulting Services – Professional Services Agreement

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 15-96 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND APPLIED BEST PRACTICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Recently the SEC implemented the Municipalities Continuing Disclosure Cooperation (MCDC) initiative. Under the initiative issuers were to analyze prior disclosures for discrepancies by December 2014. The City hired Applied Best Practices, LLC to conduct an audit of prior disclosures and found their response time to be quick, efficient, and thorough. In light of the initiative the City felt it was in its best interest to hire Applied Best Practices, LLC to create, manage, and distribute the annual disclosures to ensure the City remained in compliance with the MCDC initiative. Staff requests the City Council authorize the procurement of disclosure consulting services, on a yearly basis, for a period of three years, from Applied Best Practices, LLC. The fiscal impact for annual disclosure consulting services is \$15,500.00 annually for a three year contract not to exceed \$50,000.00 total. The fee will be proportionately spread across all outstanding bond issues.

Council Communication No. 6711 – File 0200

CONTACT: Vanessa Lieberman 774-5189 vlieberman@roseville.ca.us

6.14 Street Closure Request – Giving Back Bash Concert 3 and Street Fair

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-90 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND IN2WIN RECORDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve temporary street closures on April 4, 2015 on Vernon Street between Lincoln Street and Taylor Street; South Grant Street between Oak Street and Atlantic Street; and East Washington Boulevard from 7:30 a.m. to 10:00 p.m. Justin Jones of In2Win Records has submitted a special event application to coordinate the event Giving Back Bash 3 in the Vernon Street Town Square, Grant Street and the 200, 300 and a small portion of the 400 blocks of Vernon Street. The event intends to feature a concert from a well-known Country artist in the Vernon Street Town Square, a car show, corn hole tournament and business vendors. The actual event time is scheduled for 11:00 a.m. to 7:00 p.m. with the concert from 4:00 – 7:00 p.m. There will be no fiscal impact to City budgets for this event. The applicant will reimburse the City for staff time and resources.

Council Communication No. 6717 – File 0109-02

CONTACT: Jamie Hazen 774-5978 jhazen@roseville.ca.us

6.15 Housing Element Annual Progress Report – Calendar Year 2014

Memo from Housing Analyst Trisha Isom and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 15-91 HOUSING ELEMENT ANNUAL PROGRESS REPORT (CALENDAR YEAR 2014). After the General Plan's Housing Element of a jurisdiction has been adopted, the California Government Code requires the jurisdiction to provide an annual report to their legislative body, and the State Offices of OPR and HCD on the status of the plan and progress in its implementation. The 2014 Housing Element update covers the City's housing policies, goals, and objectives for the eight year planning period of 2013 through 2021. With the submission of the 2014 Housing Element Annual Progress Report to the State of California by April 1, 2015, the City of Roseville maintains its eligibility to receive State administered grant funds, such as the Housing-Related Parks Program, and the CalHome Program, which funds Owner Occupied Housing Rehabilitation. The HOME Program, which funds Roseville's First Time Home Buyer and Owner Occupied Housing Rehabilitation Programs, also assigns additional points in the competitive application process for jurisdictions with a Housing Element deemed in compliance with state housing law as verified by HCD. It is expected that with the City's existing residential inventory and pending applications, the City will have adequate sites available to meet its total fair share housing allocation of 8,478 units, including very low and low housing units, during the planning period covered by the Housing Element (2013-2021). The staff cost of developing the 2014 Housing Element Annual Progress Report was accounted for in the FY2014/15 adopted budget.

Council Communication No. 6696 – File 0709-01

CONTACT: Trisha Isom 746-1239 tisom@roseville.ca.us

6.16 Al Johnson Wildlife Area – Agricultural License Agreement

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-92 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, AUBURN RAVINE RANCH, INC., AND B&B LIVESTOCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Beginning in 2009 the City signed an agricultural license agreement with Auburn Ravine Ranch Inc. and B & B Livestock to farm 248.8 acres of rice land and 123.34 of dry crop land and maintain the property. With the expiration of this license agreement, the City developed a Request for Proposal to continue farming the property. Auburn Ravine Ranch Inc. and B & B Livestock were selected to continue rice farming operations on the rice land acreage and utilize dry land for dry crop or grazing. The land will be disked each year following grazing or crop harvest. There is no fee for the dry crop land, in lieu; the tenant performs maintenance on the site. Licensee will also have the option at its sole cost, and with written consent by the City, to convert some or all of the 123.34 acres of dry crop land into rice crop fields. The licensee is responsible to maintain City owned wells, irrigation pumps and gear heads up to \$2500.00 per occurrence. Staff estimates that there will be a minimal City contribution for repair and maintenance of this equipment. Auburn Ravine Ranch Inc. and B & B Livestock have proven to be a collaborative partner and good steward of the land and resources. The agreement will generate revenue to help maintain the property during the interim period until construction of the retention basin can occur. The annual license fee to be paid by Auburn

Ravine Ranch Inc. to the City of Roseville is \$250.00 per acre for the 248.88 acres of rice fields for an annual total of \$62,220.00.

Council Communication No. 6718 – File 0704-02

CONTACT: Brian Castelluccio 746-1755 bcastelluccio@roseville.ca.us

6.17 Westbrook Project Street Name Changes

Memo from Associate Planner Derek Ogden and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-93 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE RENAMING OF STREETS WITHIN THE WESTBROOK AREA OF THE SIERRA VISTA SPECIFIC PLAN. The Westbrook property encompasses approximately 400 acres and is located in the northwest portion of the Sierra Vista Specific Plan. In late 2014, the applicant began construction of the backbone utility lines, streets, and other critical services to serve the Westbrook area. As part of the marketing effort for the new development, the applicant has chosen to name the plan area "Solaire". In designating this marketing name for the plan area, the applicant would also like to rename two future public streets. Portions of these two residential collector streets are under construction, but have not been accepted by the City as complete. Given the fact that no physical addresses currently exist for these streets, and street signs are not installed, there is expected to be minimal impact to the City's Development Departments in renaming the streets. Costs associated with this request will be paid for by the Westpark development group through the City's indirect billing process. The developer will install all street signs as part of their development project currently under construction.

Council Communication No. 6707 – File 0400-04-12 & 0800-06

CONTACT: Derek Ogden 774-5276 dogden@roseville.ca.us

Ordinances: (for introduction and adoption – appropriation/urgency measures)

6.18 Stonepoint Community Facilities District #1 – Budget Adjustment FY2015

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5472 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In an effort to reduce the tax burden on residential units in Stonepoint Community Facilities District #1, Taylor Morrison (landowner/developer) hired Economic & Planning Systems (EPS) to do a bond prepayment analysis on lots 11, 12 and 14. As a result, Taylor Morrison decided to prepay bonds associated with these lots. They delivered a check to the trustee in the amount of \$1,313,000.00 and requested these bonds will be called on their next maturity date. The remaining \$156,550.00 will be released from the Stonepoint CFD#1 Reserve Fund. Staff is requesting the budget adjustment to reflect the prepayment expense of the bonds. There is no impact to the City's General Fund. Taylor Morrison delivered the necessary funds to cover all costs associated with the bond call.

Council Communication No. 6712 – File 0201-01 & 0400-04-02-1

CONTACT: Vanessa Lieberman 774-5189 vlieberman@roseville.ca.us

6.19 Historic Old Town Lighting Upgrade Improvement Project – Award of Construction Services Agreement and Budget Adjustment

Memo from Development Analyst Bill Aiken and Economic Development Director Chris Robles recommending Council adopt ORDINANCE NO. 5475 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 15-97 APPROVING A CONSTRUCTION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VASKO ELECTRIC, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Historic Old Town Lighting Project will upgrade the overall project area lighting in order to promote a brighter and safer pedestrian environment. This will benefit all of the Old Town community including patrons, residents, and property owners. Proposals for construction services for the Historic Old Town Lighting Upgrade Project were received in January. Four firms provided proposals for the lighting upgrade and Vasko Electric, Inc. was determined to have provided the best overall combination of experience, project understanding, and cost. The proposed lighting upgrades will include thirty-nine (39) area wide street lights upgraded to LED luminaires, three (3) illuminated bollards installed in far end of public parking lot near the Barker Hotel, relocation of an unused street light pole to the intersection of Lincoln and Church Streets, flood lights installed in alley between Pacific and Church Streets, new LED lighting on HOT water tower that is installed well above ground to deter recurring vandalism. Total cost of the Historic Old Town Lighting Upgrade Project is \$119,456.00. Funding will be provided by the Community Development Block Grant Fund and the Electric Department's Commercial Lighting Retrofit Program.

Council Communication No. 6713 – File 0201-01 & 0401-02-02-1

CONTACT: Bill Aiken 774-5271 baiken@roseville.ca.us

6.20 Transit Fleet Replacements – Grant Authorization, Purchase Order, and Budget Adjustment

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5477 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 15-98 AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT PROPOSITION 1B TRANSIT-RELATED GRANT APPLICATION FOR FY09-FY15 ALLOCATION AND TO EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS. On April 17, 2013, the City Council approved a Transit Fleet Utilization and Replacement Plan, which included the replacement of four (4) local fixed route buses received in 2001. Federal funds were used to provide major rehabilitation of the vehicles in 2011 for the purpose of extending their useful life by four to five (4-5) years to approximately 2015 to 2016. The buses are scheduled for replacement in FY2016/17. Construction of new replacement buses typically requires 12 to 18 months, making it appropriate to order the replacement buses at this time. The Placer County Procurement Services Division issued a Request for Proposal in June 2014 that included an optional purchase by the City of Roseville of four (4) buses. Gillig LLC of Hayward,

California (Gillig) was selected as the top proposal. The pricing of the purchase order, including all options is for an amount not to exceed \$1,950,000.00. No General Fund money is being used to replace these buses, nor is any General Fund money used in the operation or maintenance of these vehicles.

Council Communication No. 6697 – File 0201-01 & 0214 & 0721-02

CONTACT: Eileen Bruggeman 774-5293 ebruggeman@roseville.ca.us

6.21 Royer Park Tennis Court Renovation Project – Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas & Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-94 APPROVING AN INCREASE TO CHANGE ORDERS FOR THE ROYER PARK TENNIS COURT RENOVATION PROJECT AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO APPROVE THEM ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5473 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In January, Council approved the Royer Park Tennis Court Renovation Project. The scope of the project included removal of the existing asphalt concrete tennis courts. During the demolition phase, the contractor uncovered tennis courts underneath the existing asphalt courts. In addition, the base material under the tennis courts was comprised of mainly sand with some silt. In order to construct the new courts, the contractor had to remove and dispose of both sets of tennis courts and install a geotextile fabric above the sand to provide additional reinforcement for the new tennis courts. Staff requests the approval to re-direct the balance remaining from the Royer Park Erosion Control Project in the amount of \$183,158.00 to the Royer Park Tennis Court Renovation Project. The funding source for each project was/is the General CIP Rehab Fund. The Royer Park Erosion Control Project has been completed and will be closed. The additional funding will be used to offset the unforeseen site conditions described above and will be made available should additional unforeseen site conditions/unsuitable materials be encountered as the project progresses toward completion. At contract award, Council provided authorization to staff to approve change orders up to 10% of the contract price. Because of the age of the facility and conditions discovered in the field, staff requests an authorization to increase the approve change order amount not to exceed 20% of the total contract price. Funding for this project was from the General CIP Rehab Fund and was initially allocated in the FY2009/10 budget with additional funding in the FY2013/14 budget.

Council Communication No. 6698 – File 0201-01 & 0704-01

CONTACT: Rjahja Canlas 774-5342 rcanlas@roseville.ca.us

6.22 City Manager's Office Staffing Changes

Memo from Senior Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5476 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5449, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE MARCH 21, 2015, AS AN URGENCY MEASURE; and approve the City Manager's Office allocation schedule effective March 21, 2015. The responsibilities and work load in the Manager's office have grown exponentially over the past three to four

years. A team of three administrative staff provide support to six executives (City Manager, Assistant City Manager, Financial Executive, Deputy City Manager, two department heads) and the five City Councilmembers in addition to all other department staff members. In addition, the support team of three is now supporting the Roseville Community Development Corporation, Advantage Roseville, Development & Operations, and an expanded legislative and communications effort. Staff is recommending reclassifying the Management Assistant classification to a Management Assistant I/II classification to allow for greater flexibility in recruiting and staffing for the position. Staff is also requesting that the current vacant Management Analyst allocation be reallocated to a Management Assistant I/II allocation. This would bring the number of administrative support positions up to the staffing levels of 2007 and allow staff to keep up with existing workload and support future projects. The fiscal impact is based on the seven remaining pay periods. The proposed changes result in a \$12,103.00 savings for FY2014/15 and ongoing FY2015/16 savings of \$44,955.00.

Council Communication No. 6705 – File 0600-01

CONTACT: Linda Hampton 774-5215 lhampton@roseville.ca.us

Ordinances: (for second reading and adoption)

- 6.23 Northwest Roseville Specific Plan, Parcel 47, 4051 Foothills Boulevard, Foothills American Dream – Rezone

ORDINANCE NO. 5471 OF THE COUNCIL OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED AT 4051 FOOTHILLS
BOULEVARD, for second reading and adoption.

Council Communication No. 6716 – File 0400-04-03-2

CONTACT: Wayne Wiley 774-5276 wwiley@roseville.ca.us

Ceremonial Proclamations/Resolutions:

- 6.24 Child Abuse Prevention Month Proclamation

April 2015, and calling upon citizens to increase their participation in awareness of preventing child abuse.

File 0102-06

CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us

- 6.25 California Arbor Week Proclamation

March 20–27, 2015, and encouraging all residents and businesses to join together to celebrate, plant trees, and maintain their existing trees.

File 0102-06

CONTACT: Brian Castelluccio 746-1755 bcastelluccio@roseville.ca.us

- 6.26 Resolution of Commendation and Congratulations to Gauruv Singh Virk

Be commended on his receipt of the Eagle Scout Award, and encouraged to continue his efforts to serve the community.

File 0102-10

CONTACT: Nikki Lindorff 774-5265 nlindorff@roseville.ca.us

Reports/Requests/Staff:

- 6.27 Out of State Travel – Economic Development Department

Memo from Housing Analyst Nancy Cox and Economic Development Director Chris Robles recommending Council authorize a reallocation of FY2014-15 travel

and training budget for Housing Analyst Nancy Cox and Financial Analyst Melissa Hagan to travel out of state to attend the Housing Choice Voucher (HCV) Financial Management training in Seattle, WA. The three day event from April 14, 2015 through April 16, 2015 includes sessions on HCV funding formula, eligible uses of the funds, statutory financial management requirements, possible sanctions for non-compliance, required reporting, and integrity reviews. HUD's ever-changing financial climate requires that staff stay up to date on matters related to the complexities of how the program is funded from the federal level to the local jurisdictions. The total estimated cost for the HCV training is approximately \$3,900.00. Funds were budgeted in the Housing Authority's FY2014/15 travel and training budget for a different out of state training event (estimated at \$2,700.00) and instate training (estimated at \$1,200.00); totaling training budget of \$3,900.00. No budget adjustment is necessary as the cost of this training does not exceed the existing budget. No General Funds will be used for this travel and training.

Council Communication No. 6701 – File 0600-02

CONTACT: Chris Robles 774-5362 crobles@roseville.ca.us

Nancy Cox 774-5451 ncox@roseville.ca.us

6.28 Out of State Travel – Police Department

Memo from Administrative Analyst Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve travel for a Police Officer to attend a training conference for the new public safety computer system in Dallas, Texas from May 3, 2015 through May 5, 2015. The proposed annual training conference is hosted by the software vendor, New World Systems. The conference offers software-specific training, opportunities for users to preview and comment on future upgrades, and the opportunity to network with software developers, trainers, and other more experienced users of the system. Through the annual budget process, the Police Department received approval for four employees to attend the conference. In this request, staff is asking permission for one additional team member to attend the conference. This request will allow the team to attend a wider variety of training sessions specific to their work areas, and talk to peers in their specific disciplines about their use of the software. The cost of sending the four originally budget employees is estimated at \$5,750.00, and the cost of sending an additional employee is estimated at \$900.00, for a total cost of \$6,650.00. The cost includes conference fees, lodging, food, and airfare, and reflects some complimentary conference registration and hotel credits that were provided in the contract with the vendor. The department has sufficient funds in its existing training budget, and no budget adjustment is needed.

Council Communication No. 6699 – File 0600-02

CONTACT: Dee Dee Gunther 774-5015 ddgunther@roseville.ca.us

6.29 Authorization to Bind Cyber Liability Insurance Coverage

Memo from Risk Manager Dave Rawe and Human Resources Director Gayle Satchwell recommending Council bind coverage with AON Risk Services to purchase Cyber Liability Insurance coverage with ACE USA. In addition to the City's current methods of risk prevention, purchasing Cyber Liability insurance coverage would further protect the City from information privacy and network security breaches. The City's insurance broker, AON Risk Services, has provided quotations from five different insurance companies. After review of the

quotes AON recommends ACE USA Insurance Company. The City concurs with AON's recommendation. The annual premium is not to exceed \$45,000.00. The coverage will also include loss mitigation services that include security awareness training to employees and access to data breach coaching services. Funds to cover the annual premium for this coverage are allocated in the FY2014/15 Human Resources/Risk Management budget. Subsequent years will be funded in the same manner as the first year pending budget approval.

Council Communication No. 6704 – File 0314

CONTACT: Dave Rawe 774-5207 drawe@roseville.ca.us

6.30 South Placer Wastewater Authority Joint Powers Authority – Appointment of Alternate Position

Memo from City Clerk Sonia Orozco recommending Council appoint Vice Mayor Susan Rohan as an alternate member for meetings of the South Placer Wastewater Authority Joint Powers Authority for the duration of the 2015/2016 Council assignments. Staff of the South Placer Wastewater Authority and the Roseville Environmental Utilities' Department has requested an alternate be appointed to fill in if either Councilmember Gore or Councilmember Roccucci cannot attend the meetings. There is no direct fiscal impact associated with this appointment.

Council Communication No. 6714 – File 0102-12

CONTACT: Sonia Orozco 774-5269 sorozco@roseville.ca.us

END OF CONSENT CALENDAR

7. MINUTES

7.1 Minutes of Prior Meetings

January 7, 2015 City Council Closed Session/City Council/Housing Authority Meeting (Gore absent).

File 0102-03

CONTACT: Sonia Orozco 774-5263 sorozco@roseville.ca.us

8. RESOLUTIONS

8.1 City Jail Conversion

Memo from Administrative Analyst Dee Dee Gunther and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 15-88 APPROVING THE CONVERSION OF THE ROSEVILLE CITY JAIL TO ARRESTEE PROCESSING CENTER. Beginning in FY2010/2011, staff and City Council had an understanding that the Police Department would continue limited jail operations until the County-operated South Placer Jail opened. Placer Sheriff's officials anticipate that the South Placer Jail will start accepting newly arrested people for booking by the end of the 2015 calendar year. At that time, staff recommends that the Roseville Jail be converted into a more limited arrestee processing center. Roseville officers would use the processing center to fingerprint, photograph, and release some misdemeanor arrestees with citations to appear in court, instead of taking them for a full booking at the county jail; and can hold arrestees for interviews by detectives before their county jail booking. The processing center will not require correctional officer staffing. After meeting and conferring with the Roseville Police Association, which represents the civilian

correctional officers, staff would work on a job transition plan with them, exploring the possibility of them filling other staffing needs within the department or City. Currently the jail has three vacant full-time correctional officer positions and .5 FTE (full-time-equivalent) funds in temporary/part time salaries. Staff recommends that those unused positions be defunded immediately and converted to funding for a police officer and a police scene technician/CSI. The proposed staffing changes for these vacant positions are included in a separate communication from the Human Resources Department. The immediate impact of converting 3.5 vacant positions to two will result in cost-savings for the City, and the two proposed new positions will also be very beneficial to department operations and public safety. Longer term, staff expects converting the jail to a processing center will result in some savings to the City. The exact amount will depend on where current correctional officers are reassigned, the increased cost of county jail booking fees, and other factors.

Council Communication No. 6694 – File 0323

CONTACT: Dee Dee Gunther 774-5015 ddgunther@roseville.ca.us

8.2 Roseville Community Development Corporation – Annual Corporate Update, Request for Assignment of Redevelopment Agency Dissolution Funds, and Budget Adjustment

Memo from Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 15-95 APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION FOR THE ADVANCEMENT OF ECONOMIC DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5474 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. During the Roseville Community Development Corporation's (RCDC) initial 4 years of operations, 2010-2014, the Corporation has met the investment goals associated with the City of Roseville's \$5 million startup capital loan and expanded activities to include economic development through Advantage Roseville, downtown revitalization through property acquisition and re-tenanting, and affordable housing through the housing rehab program. Total revenues budgeted for FY2014-15 are \$968,872.00 and are predominately comprised of rental income, corporate and City of Roseville sponsorship donations to Advantage Roseville. Additionally, revenues were expected to be generated from the sale of residential properties rehabilitated with funds loaned from the City's Affordable Housing fund. Total expenses budgeted for FY2014-15 are \$1,751,098.00 and are comprised of expenses related to Operations, Capital financing, Advantage Roseville, Housing Revitalization, 98 Jefferson, and three property LLCs. In order to fund this fiscal year's expenses of \$782,226.00 not covered by the budgeted revenues of \$968,872.00 the RCDC is relying on unspent City loan carryover, unspent Advantage Roseville carryover, and payments on receivables from the RCDC's property LLC's. The cash balance at the end of the fiscal year is projected to be \$211,979.00. The RCDC continues to explore options for additional funding that will both fund revitalization efforts and reconcile the book value of assets versus liabilities and establish a solid foundation for the corporation to grow. Since the dissolution of the Redevelopment Agency of the

City of Roseville (RDA) in 2012, the City, as a taxing entity of the former RDA, has received distributions as a result of mandated Due Diligence Reviews and regular Recognized Obligation Payments Schedule residual distributions in the amounts of \$492,392.00 and \$435,685.00. A total of \$928,077.00 is available for distribution by the City to the RCDC to utilize such funds to promote further economic development and revitalization of the City. A budget adjustment in the amount of \$928,077.00 provides for the allocation of funds to the RCDC. The RCDC is a private, charitable, nonprofit Section 501(c)(3) corporation. The RCDC is focused on physical, economic, and educational development through the community to create expanded employment, economic prosperity, and housing opportunities. Its initial focus is to help the City of Roseville achieve the revitalization goals through the reuse of existing buildings or new construction in Roseville's downtown. Board members are appointed by the Roseville City Council and receive no compensation for their service. The requested RDA funds were neither planned nor expected as a revenue stream and they have not been encumbered for a specific purpose. The RDA funds reside within the General Fund; however, this is additional tax increment generated from the prior redevelopment area that would have gone to the Redevelopment Agency prior to dissolution. The RCDC is the vehicle to continue revitalization within the Downtown in the absence of a Redevelopment Agency; therefore it is appropriate to allocate these funds to the corporation.

Council Communication No. 6708 – File 0103-15-02 & 0201-01

CONTACT: Chris Robles 774-5421 crobles@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATIONS

9.1 Downtown Bridges, Trail and Fire Station Site Grading Project Update

Memo from Alternative Transportation Analyst Michael Dour and Public Works Director Rhon Herndon requesting Council provide comments on the refined design drawings for the project, and direct staff to proceed with development of final plans and specifications. The Downtown Bridges, Trail and Fire Station Site Grading Project includes: Phase 1 – Fire Station Site Grading and Class I Trail (aka Harding to Royer Segment 4 Trail); Phase 2 – Rube Nelson Bridge Rotation, Library Bridge and Oak Street Class I Trail; and Phase 3 – The Downtown Pedestrian Bridge to Royer Park, including Class I Trail and Royer Park parking lot improvements. In fall 2012, Council selected the Mark Thomas and Company (MTCO) team to design the project and directed staff to report back on four key elements of the project that warranted follow-up: refinement of design plans, location of the Rube Nelson "Icehouse" Bridge near the Veterans Hall, availability of parking, and continued public participation. The Fire Station Grading/Class I Trail is fully funded with approval of a claim for TDA Bike and Pedestrian funds. With the recent award of a \$1.2 million Active Transportation Program grant, funding for the Rube Nelson Bridge Rotation/Library Replacement Bridge project is also complete. The City recently received approval of a \$1.5 million CMAQ grant for the Downtown Pedestrian Bridge project. The balance of funding for the Downtown Pedestrian Bridge project is likely through the Public Facilities Fund, but staff may be exploring additional grant funding opportunities. As noted previously staff will be working with Placer County to identify funds for the new parking lot north of the Veterans Hall.

Council Communication No. 6700 – File 0401-02-02-1 & 0721-05

CONTACT: Michael Dour 746-1304 mdour@roseville.ca.us

10. PUBLIC HEARINGS**NOTICE TO THE PUBLIC**

City Council, when considering the matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
5. Appellant or Applicant Rebuttal Period
6. Close the Public Hearing
7. City Council Comments and Questions
8. City Council Action

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City at or before the hearing.

Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuance. Any matter not noted for continuance will be posted separately.

Housing Authority:**10.1 Roseville Housing Authority Five-Year and Annual Plan for Fiscal Year 2015**

Memo from Housing Analyst Nancy Cox and Assistant Director Chris Robles recommending Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 3-15 AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT THE ROSEVILLE HOUSING AUTHORITY FIVE YEAR PLAN AND ANNUAL PLAN FOR FISCAL YEAR 2015 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ALONG WITH ALL THE REQUIRED CERTIFICATIONS, DISCLOSURES AND RELATED DOCUMENTS. Since the Roseville Housing Authority submitted its last Five-Year Plan to HUD in 2010, the Housing Authority is required to submit a Five-Year and Annual Plan this year. The Roseville Housing Authority Five-Year and Annual Plan is required to identify specifically which Administrative Plan elements have been revised since the Housing Authority's last Annual Plan submission in April 2014. There were several revisions made to the Roseville Housing Authority Administrative Plan after the Housing Authority had submitted its Annual Plan for Fiscal Year 2014 to HUD. While some of the revisions were updates to comply with new HUD regulations, most were updates to Housing Authority policies. Housing staff anticipates submitting the Five-Year and Annual Plan to HUD by the April 17th due date, which is 75 days before the beginning of the next fiscal year. The Housing Authority Five-Year and Annual Plan do not create any additional cost to the City's General Fund.

Council Communication No. 6715 – File 0103-03-02 & 0709-01

CONTACT: Nancy Cox 774-5451 ncox@roseville.ca.us

10.2 Resolution Ordering Abatement of all Weeds, Rubbish and Rank Growths

Memo from Fire Marshal Jason Rizzi and Interim Fire Chief Brian Kelly recommending Council adopt RESOLUTION NO. 15-89 ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. On March 4, 2015, the City Council approved a resolution declaring all weeds, rubbish, dirt and/or rank growths a public nuisance. It also set the date, time, and place for the required public hearing.

The hearing is set for the City Council meeting on March 18, 2015. This resolution is the second and final step necessary to initiate the 2015 Weed Abatement Program. Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject property and the monies owed are reimbursed through the property tax collection process.

Council Communication No. 6695 – File 0320-01

CONTACT: Jason Rizzi 774-5802 jrizzi@roseville.ca.us

11. COUNCIL/STAFF/REPORTS/COMMENTS

- Environmental Utilities – State Board Proposals

12. ADJOURNMENT

PUBLIC COMMENTS

Agenda Item# 5



MINUTES

December 10, 2014

CITY COUNCIL CLOSED SESSION

5:00 p.m.

Hutchison Conference Room
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The Roseville City Council Closed Session was called to order by Mayor Carol Garcia on Wednesday, December 10, 2014 at 5:00 p.m.

2. SILENT ROLL CALL

Councilmember:	Bonnie Gore	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Tim Herman	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

3. CLOSED SESSION PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

No public comment received.

4. CLOSED SESSION

- 4.1 Public Employee Appointment (City Attorney).
Pursuant to California Government Code Section 54957.
CONTACT: Vicki Philpott 774-5353 vphilpott@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

AGENDA ITEM

#

1061.1

5. ADJOURNMENT

Motion to adjourn the meeting to the City Council meeting on Wednesday, December 17, 2014 at 7:00 p.m. in the City Council Chambers.

Vote: All Ayes

Meeting adjourned at 6:05 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

December 17, 2014

CITY COUNCIL CLOSED SESSION

6:00 p.m.

City Council Chambers Staff Room
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The Special City Council Closed Session was called to order by Mayor Carol Garcia on Wednesday, December 17, 2014 at 6:00 p.m.

2. SILENT ROLL CALL

Councilmember:	Bonnie Gore	Present
Councilmember:	Tim Herman	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

3. CLOSED SESSION PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

No public comment received.

4. CLOSED SESSION

- 4.1** Public Employee Appointment and Conference with Labor Negotiator, designated representative Gayle Satchwell, regarding unrepresented employee, City Attorney. California Government Code Sections 54957 and 54957.6.

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

5. ADJOURNMENT

Motion to adjourn the meeting to the Closed Session on Wednesday, December 17, 2014 at 6:15 p.m. in the City Council Chambers.

Vote: All ayes

Meeting adjourned at 6:15 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES
DECEMBER 17, 2014

CITY COUNCIL CLOSED SESSION MEETING
6:15 p.m.

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The Roseville City Council Closed Session was called to order by Mayor Carol Garcia on Wednesday, December 17, 2014 at 6:15 p.m. in the City Council Chambers.

2. SILENT ROLL CALL

Councilmember:	Bonnie Gore	Present
Councilmember:	Tim Herman	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

3. CLOSED SESSION PUBLIC COMMENTS

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

No public comments received.

4. CLOSED SESSION

Closed Session Pending Litigation

- 4.1 Conference with legal counsel – anticipated litigation; significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2).
CONTACT: Jay Panzica 774-5320 jpanzica@roseville.ca.us

Closed Session Disclosure: City Attorney Brita Bayless announced no reportable action taken was taken.

4.2 Conference with Labor Negotiators

Conference with labor negotiators, California Government Code section 54957.6
Agency designated representatives: Gayle Satchwell and Tim Davis
Employee Organization: Roseville Firefighters Association
CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

Closed Session Disclosure: City Attorney Brita Bayless reported instructions were given to labor negotiators.

5. **CALL TO ORDER**

The meeting of the Roseville City Council was called to order by Mayor Carol Garcia on Wednesday, December 17, 2014 at 7:00 p.m.

6. **ROLL CALL**

Councilmember:	Bonnie Gore	Present
Councilmember:	Tim Herman	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

7. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Andrew Susac, San Francisco Giants baseball player.

8. **MEETING PROCEDURES**

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

City Clerk Sonia Orozco announced the procedures for addressing Council.

9. **PRESENTATIONS**

9.1 Roseville Chamber of Commerce SPLASH Presentation

Presentation to the City of Roseville Parks, Recreation & Libraries Department with a portion of the proceeds of the 2014 SPLASH event to benefit youth programs.

File 0106-01

CONTACT: Ellen Worland 774-5131 eworland@roseville.ca.us

Randy Wilson and Wendy Gerig, Roseville Chamber of Commerce, made the presentation to Council.

9.2 Resolution of Commendation to Andrew Susac

Presentation to Roseville native Andrew Susac for his many accomplishments as a San Francisco Giants baseball player and World Series Champion.

CONTACT: Megan MacPherson 774-5455 mmacpherson@roseville.ca.us

Mayor Garcia presented the resolution to Andrew Susac, who responded.

Recess at 7:10 p.m.

Reconvene at 7:14 p.m.

10. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

Lori Gorham, Extended Shen Yun Performing Arts invitation to Council.

11. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker.

BEGINNING OF CONSENT CALENDAR

Approval of the Consent Calendar

The Consent Calendar was approved as recommended.

Bids/Purchases/Services:

11.1 Police CSI 3-Dimensional Scanner (RFQ 01-3031) – Reject all Bids

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 14-538 REJECTING ALL BIDS FOR POLICE CSI 3-DIMENSIONAL SCANNER. The Police Department's crime scene investigation and traffic units utilize a two-dimensional scene mapping device to capture data points at scenes and evidence of critical importance to an investigation. This project was intended to upgrade no longer supported technology with a modern system; however, the system sent for bid cannot ensure end-user eye safety (a class 3 rating). The newest, current laser technology has been upgraded and now has a class 1 rating, meaning it is deemed safe for end-user eye safety, among other technical improvements as well. A formal bid was issued with two responses. Staff plans to re-bid this project upon Council approval to reject all current bids. There is no fiscal impact at this time, since there will be no contract awarded.

Council Communication No. 6546 – File 02013-12 & 0203-21

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

11.2 Pad-Mount Capacitor Bank (RFQ 01-3029) – Purchase Orders

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending award of open purchase orders to Scott Engineering as the lowest responsive bidder to RFQ 01-3029 for Pad-mount Capacitor Banks. The Electric Department has a recurring requirement for Pad-mount Capacitor Banks. The purpose of cap banks is to provide voltage support for the electric system. Four bids were received and evaluated with Scott Engineering Inc. being recommended. The estimated cost for the Pad-mount Capacitor Banks for the first year is \$125,000.00, not to exceed budgeted amount. Funding is included in the Central Stores 2014/15 inventory replacement account and next fiscal year budget pending Council approval of budgets.

Council Communication No. 6545 – File 0203-07

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

11.3 Vehicle Purchases

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize a purchase of four Vactor trucks and a closed circuit television (CCTV) inspection van. The Environmental Utilities Wastewater Collections Division is replacing two Vactor trucks that are used to enable staff to meet their Sewer System Management Plan goals of reducing sanitary sewer overflows, and to provide adequate capacity in the collection system. The Streets Maintenance Division is replacing their Vactor truck which is used to clean and remove dirt and sediment from the City's storm drain system. The Environmental Utilities Water Division is replacing their Vactor truck that is used on a daily basis to excavate around utilities such as fiber optics, high pressure gas lines, and communication lines utilizing the vacuum process to avoid costly damage to the other utilities that could be caused by traditional mechanical excavation procedures. The City will be piggybacking an already competitively bid cooperative contract through National Joint Powers Alliance contract number 022014-FSC. The total cost of the four Vactor trucks is \$1,567,556.42. Funding is included in the FY2014/15 Auto Replacement Fund. The Environmental Utilities Wastewater Collections Division has a requirement for a CCTV inspection van. The inspection equipment, which is an integral part of this vehicle, will help the City to remain in compliance with the City's waste discharge permit through the inspection and ranking of pipe infrastructure integrity and the criticality ranking of wastewater assets. The City will be piggybacking off of Houston-Galveston Area Council (HGAC) contract number SC01-12. The total cost of the CCTV inspection van is \$195,838.06. Funding is included in the FY2014/15 Auto Replacement Fund.

Council Communication No. 6527 – File 0203-01

CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

Resolutions:**11.4 2013 Cape/Slurry Seal Project – Notice of Completion**

Memo from Junior Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 14-530 ACCEPTING THE PUBLIC WORK KNOWN AS 2013 CAPE/SLURRY SEAL PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The scope of this project included a roadway resurfacing application of cape seal and microsurfacing to various residential streets. The cape seal and microsurface applications provide a waterproof

membrane to protect the existing street surface and extend the life of the underlying pavement. California recycled tire rubber was utilized as a component of the waterproof membrane. The neighborhoods resurfaced include portions of the Crocker Ranch, Silverado Village, and Enwood subdivisions. This project was awarded at the August 21, 2013 Council meeting for \$1,979,979.00 and the final construction cost was \$2,001,107.03. The project cost is greater than the project award cost by 1% which is within the project's 15% contingency. This project was fully funded with Gas Tax Funds and \$115,000.00 from a Department of Resources Recycling and Recovery grant for the use of recycled rubber tires. No General Funds were used for this project.

Council Communication No. 6528 – File 0900-04-01

CONTACT: Noah Siviglia 746-1300 nsiviglia@roseville.ca.us

11.5 Fire Training Tower 3rd Floor Remodel – Notice of Completion

Memo from Junior Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 14-531 ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE TRAINING TOWER 3RD FLOOR REMODEL PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Fire Training Tower at 2030 Hilltop Circle has been in use as part of the Fire Training Center since 1997. Due to the poor condition of the third floor facility, live fire has since been suspended in this part of the tower. This part of the tower is used regularly by Roseville Fire Department to train in firefighting, hotel search & rescue as well as multi-story office and apartment fires. The Fire Tower is also used by a number of community colleges and other public agencies on a fee basis and through resource sharing agreements. The Tower is a high value asset which would no longer be fully functional without replacement and rehabilitation of these key building components. This project rebuilt interior walls, replaced doors, and replaced the drop ceiling on the third floor. New commercial grade materials such as concrete block walls with galvanized and stainless steel hardware were installed to withstand the moist environment. Additionally, window shutters were installed on three window openings to trap smoke and also darken the rooms for additional training options. This project was awarded at the July 16, 2014 Council meeting for \$75,073.00 and the final construction cost was \$78,491.32. The project cost is greater than the project award cost by 5% which fits within the project's 10% contingency. This project was funded by the General Capital Improvement Project Rehabilitation Fund. No General Funds were allocated for this project.

Council Communication No. 6530 – File 0900-05

CONTACT: Noah Siviglia 746-1300 nsiviglia@roseville.ca.us

11.6 Foothills Business Park Bike Trail Project – Notice of Completion

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 14-532 ACCEPTING THE PUBLIC WORK KNOWN AS THE FOOTHILLS BUSINESS PARK BIKE TRAIL PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Department of Public Works has made the final inspection of the Foothills Business Park Bike Trail Project and has found the work to be completed in accordance with the improvement plans and City Specifications and is now ready for acceptance. The project

constructed a Class I bike path along the south side of Pleasant Grove Creek through the western portion of the Foothill Business Park Wetland Preserve and Compensation Area. The bike path connects to the existing bike path in the adjacent Woodcreek East project located to the west of the Preserve and helps complete an open space bike trail segment along approximately 3 miles of Pleasant Grove Creek. No funds from the City's General Fund were required. The project was funded with a grant from the Habitat Conservation Fund, developer fees, and local transportation funds.

Council Communication No. 6529 – File 0721-05

CONTACT: Cathy Gosalvez 774-5293 cgosalvez@roseville.ca.us

11.7 2015 Arterial Americans with Disabilities Act (ADA) Upgrades Project – Professional Services Agreement

Memo from Associate Engineer Luzedevina "Nina" Buelna and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 14-533 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CARTWRIGHT ENGINEERS, PC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The scope of this project includes surveying and design services to add new and upgrade existing curb ramps. Staff has determined that 294 access are in need of various levels of improvement along next summer's arterial resurfacing project. Of those, 71 ramps require the assistance of a surveyor and ADA qualified engineer to design the ramps in compliance with ADA law due to the complicated conditions of the ramp location such as hills, utilities, and the cross slope of the roadway. Public Works Department solicited proposals for engineering design services including utility identification, topographic and boundary line survey, preparation of construction plans, and a construction cost estimate. One proposal was received and reviewed by staff. Cartwright Engineers was selected because of their thorough understanding of the project and their experience on similar projects. The Professional Services Agreement for engineering design services is \$157,381.00. Staff requests authorization to exceed the award amount by 10% as a contingency to cover any additional design requirements that may arise, as well as any additional ADA ramps that may need to be designed to meet current ADA requirements. It is anticipated for construction to begin in May 2015, with completion occurring in summer 2015. The project is fully funded with Transportation Development Act Funds. No General Funds will be used for this project.

Council Communication No. 6531 – File 0900-04-02

CONTACT: Luzedevina "Nina" Buelna 746-1300 nbuelna@roseville.ca.us

11.8 Woodcreek Oaks Boulevard and McAnally Drive Parking Lot Project – Professional Services Agreement

Memo from Associate Engineer Luzedevina "Nina" Buelna and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 14-534 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BENNETT ENGINEERING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The scope of this project includes the design of a new public parking lot at the intersection of McAnally Drive and Woodcreek Oaks Boulevard and access improvements to the existing parking lot. The Public Works Department solicited proposals for engineering design services which include utility identification, topographic and boundary line survey, preparation of construction plans and

specifications, and a construction cost estimate. Five proposals were received and reviewed by staff. Bennett Engineering was selected because of their thorough understanding of the project and their experience on similar projects. The Professional Services Agreement for engineering design services is \$71,016.00. Staff requests authorization to exceed the award amount by 10% as a contingency to cover any additional design changes that may arise during the course of the design. It is anticipated for construction to begin in early spring 2015 and be completed by October 2015. This project is fully funded with Northwest Lighting and Landscape District Bond Funds. No General Funds will be used for this project.

Council Communication No. 6532 – File 0900-04-02

CONTACT: Luzedevina “Nina” Buelna 746-1300 nbuelna@roseville.ca.us

11.9 Hughes Park Bridge and Trails Project – Initial Study/Mitigated Negative Declaration

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 14-535 ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE HUGHES PARK BRIDGE AND TRAILS PROJECT. Hughes Park is a 35 acre park site located in the Diamond Creek area of Roseville and is divided in three areas by Pleasant Grove Creek and a tributary of Pleasant Grove Creek. The master plan for the park was approved by Council in 2004 and included trail connectivity between all three areas and to trails on either side of the park. The project proposes to construct 1,000 feet of paved or decomposed granite trail, a pedestrian and bicycle bridge over Pleasant Grove Creek, and related improvements within the City's and Federal Emergency Management Agency's (FEMA) regulatory floodplain at Hughes Park. The trail will connect the existing 2.9 mile segment of Pleasant Grove Creek Trail to Bent Tree Drive. The project was approved by Council as a design-build project in March 2013. The design-build team is currently up-dating plans to meet current flood requirements, obtaining necessary environmental permits, and will construct the project. In accordance with California Environmental Quality Act (CEQA) an Initial Study was prepared for the proposed project. The Initial Study conclusion is that all potential impacts can be mitigated to a less-than-significant level. A Mitigation Monitoring and Reporting Plan has been prepared to assist with the tracking and implementation of required mitigation measures. Project construction is slated to begin in late spring 2015, pending receipt of required state and federal permits and FEMA CLOMR and completed by fall 2015. In 2010, staff sought and was awarded a state grant under the Habitat Conservation Fund program for the bridge and looped trail. The award was for \$175,000.00 and required a 50/50 match for funding, making the total project budget \$350,000.00. The City's matching funds were identified through the North Roseville Neighborhood Park Fund. Allocation under the Capital Improvement Program was approved during the FY2011 mid-year budget.

Council Communication No. 6533 – File 0704-01

CONTACT: Tara Gee 774-5253 tgee@roseville.ca.us

11.10 Tow Service Agreements Amendment

Memo from Administrative Analyst Dee Dee Gunther and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 14-543 APPROVING A FORM OF AMENDMENT TO THE TOW SERVICE AGREEMENT AND

AUTHORIZING THE POLICE CHIEF TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Police Department calls local towing companies to tow disabled, abandoned, and involuntarily stored or impounded vehicles. In situations when towing is involuntary and at the direction of an officer, or the driver doesn't have a preference for a specific towing service, the department uses a list of up to ten on-call rotation tows. In December 2012, Council approved agreements with the ten towing companies with a term ending January 6, 2015. In order to provide towing companies with an opportunity to apply for the Police Department's rotation tow list for the next two-year agreement period, staff needs more time to advertise and conduct a 30-day open enrollment period, review applications, and, if more than ten qualified applications are received, conduct a public lottery for the ten available positions on the list. The form amendment will extend the current agreements until June 6, 2015, or until staff has completed the open enrollment and lottery process and new agreements have been fully executed, whichever comes first. There is no fiscal impact from tow service agreements. Vehicle owners are responsible for towing and storage fees.

Council Communication No. 6534 – File 0323-02

CONTACT: Dee Dee Gunther 774-5015 ddgunther@roseville.ca.us

11.11 Employee Assistance Program – Provider Agreement

Memo from Human Resources Manager Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 14-544 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CSAC EXCESS INSURANCE AUTHORITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In July, the City's new benefits broker, Alliant, conducted a market analysis of vendors providing Employee Assistance Program (EAP) services. Two vendors were chosen for further evaluation and after complete analysis, staff recommends contracting with CSAC Excess Insurance Authority (CSAC-EIA). By contracting with CSAC-EIA, the City is able to take advantage of a variety of benefits. One program offered is access to Managed Health Network's (MHN), an EAP provider who offers significantly more robust employee assistance program benefits at a lower cost. Enhanced EAP benefits include clinical support, work and life services, health and wellness services, and client services. Annual cost of \$27,991.00 per year with a savings of 37% per year or \$33,384.00 over a two-year time frame is budgeted in the Human Resources Department's current FY2015 budget.

Council Communication No. 6536 – File 0600-04

CONTACT: Lisa Achen 774-5205 lachen@roseville.ca.us

11.12 Dry Creek Greenway West Planning & Feasibility Study – Grant Application

Memo from Alternative Transportation Analyst Mike Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 14-536 APPROVING AND AUTHORIZING THE APPLICATION FOR GRANT FUNDS FROM THE SUSTAINABLE COMMUNITY TRANSPORTATION PLANNING GRANT PROGRAM. The Dry Creek Greenway West Trail Project is identified in the Bicycle Master Plan as a Class 1 shared use bikeway that would run alongside Dry Creek between Riverside Avenue in the City of Roseville and Cook-Riolo Road in Placer County. The project is part of the greater Dry Creek Parkway trail system with regional connections to the American River Parkway and Sacramento Northern trails. The 3-mile segment that is part of the grant

application would travel through the Theiles Manor neighborhood, Union Pacific Rail Yard, adjacent to the City Corporation Yard, and in portions of unincorporated Placer County. The varied nature of this trail corridor and the associated design challenges make this a suitable candidate for the Sustainable Communities Transportation Planning (SCTP) grant program. The grant would facilitate preliminary planning and extensive public outreach to project stakeholders. If successful, the grant activities would be initiated in early 2016, and be completed in 2017. The total cost for the planning and feasibility study is \$192,000.00. The grant application requests \$169,978.00 in State grant funds. The required local match is \$22,022.00. The local match will come from the Local Transportation Fund. General Fund monies will not be used for this project.

Council Communication No. 6543 – File 0214 & 0721-05

CONTACT: Mike Dour 746-1304 mdour@roseville.ca.us

Ordinances: (for second reading and adoption)

11.13 Rezone and Development Agreement Amendment – 4073 Sonata Way - Westpark Village 13B, Lot B Well Site

ORDINANCE NO. 5440 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED AT 4073 SONATA WAY (WEST ROSEVILLE SPECIFIC PLAN WESTPARK VILLAGE 13B SUBDIVISION); and ORDINANCE NO. 5441 APPROVING A SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO, INC., RELATIVE TO THE DEVELOPMENT KNOWN AS WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

Council Communication No. 6544 – File 0400-04-09-1 & 0400-04-09-2

CONTACT: Lauren Hocker 774-5272 lhocker@roseville.ca.us

Ceremonial Proclamations/Resolutions:

11.14 Resolution of Commendation and Appreciation to Anthony G. Leon-Guerrero

Retiring as Custodian after 17 years of service, be congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

File 0102-10

CONTACT: Dan Allen 774-5741 dallen@roseville.ca.us

Reports/Requests/Staff:

11.15 Appointment of Youth Board Member and Youth Commissioners

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending Council appoint Samuel Wolfe as the Library Board Youth Member, Epsa Sharma as the Parks and Recreation Commission Youth Commissioner, Jared Woosley as the Roseville Grants Advisory Commission Youth Commissioner, and Ethan Silver as the Transportation Commission Youth Commissioner. There is no fiscal impact.

Council Communication No. 6538 – File 0103, 0103-04-02, 0103-05-02, 0103-13-02, 0103-34-02

CONTACT: Helen Dreyer 774-5356 hdreyer@roseville.ca.us

11.16 City Council Board/Commission/Committee Appointments

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending Council approve the appointment of City Council members to

various agencies, boards, commissions, joint power authorities, and committees. These memberships within Roseville and the Placer County and Sacramento County region are an essential function of our elected officials. Regional cooperation and representation has resulted in successful partnerships and is the cornerstone to a flourishing and thriving region. There is no fiscal impact.

Council Communication No. 6547 – File 0102-12

CONTACT: Helen Dreyer 774-5356 hdreyer@roseville.ca.us

Motion by Herman, seconded by Roccucci, to approve the Consent Calendar as recommended.

Roll call vote: Ayes: Herman, Gore, Rohan, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

12. RESOLUTIONS

12.1 Recycled Water Surplus Supply and Wholesale Agreements

Memo from Wastewater Utility Manager Kenneth Glotzbach and Environmental Utilities Director Ed Kriz recommending Council adopt RESOLUTION NO. 14-537 ADOPTING A RECYCLED WATER SURPLUS SUPPLY POLICY AND AUTHORIZING STAFF TO NEGOTIATE WHOLESALE AGREEMENTS FOR RECYCLED WATER USE. Staff is currently working to develop updated estimates of uncommitted recycled water supply. Current estimates indicate that the City will have approximately 16.5 million gallons per day of uncommitted recycled water available for use at build-out. In order to make appropriate decisions, direction from the City Council is required. The recommendation to negotiate wholesale agreements with entities that would sell recycled water to customers outside Roseville has the potential to increase recycled water revenues. If realized, this increase would be the result of increased recycled water sales at commodity rates negotiated with each retailer.

Council Communication No. 6539 – File 0800-02

CONTACT: Kenneth Glotzbach 774-5754 kglotzbach@roseville.ca.us

Environmental Utilities Director Ed Kriz made the presentation to Council.

Wastewater Utility Manager Kenneth Glotzbach continued the presentation to Council.

Principal Engineer Bryan Buchanan continued the presentation to Council.

No public comment received.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 14-537 ADOPTING A RECYCLED WATER SURPLUS SUPPLY POLICY AND AUTHORIZING STAFF TO NEGOTIATE WHOLESALE AGREEMENTS FOR RECYCLED WATER USE.

Roll call vote: Ayes: Herman, Roccucci, Garcia, Gore, Rohan

Noes: None

Absent: None

12.2 Tower Theater Lease Agreement

Memo from Development Analyst Bill Aiken and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 14-539 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND STAND OUT TALENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In July 2011, Council approved a one-year lease of the Tower Theatre with Stand Out Talent (SOT). The initial lease included an option for the City to extend the agreement for two additional years if certain expectations were met. The first amendment was approved in June 2012, extending the agreement through July 7, 2014. As the extension neared its expiration, both parties agreed to an extension through December 31, 2014. At the November 19, 2014 meeting, after staff presentation and significant public feedback, Council directed staff to develop a new three-year agreement. Per Council direction, the longer term lease commitment includes additional ongoing review requirements. There is no impact to the General Fund. The City's maintenance responsibility for the theater is included in the Building Maintenance Division's annual budget. Under the renewal terms, the City has 18 days of access to the theater and SOT has agreed to perform at a minimum of two downtown events. These terms provide an in-kind services value to the City of \$19,000.00. Staff will work with the SOT team to finalize a review of the antiquated, on-site audio/visual components. A mid-year budget adjustment may be requested to ensure that the Tower Theater is properly equipped to meet the evolving needs of the facility.

Council Communication No. 6535 – File 1006-01

CONTACT: Bill Aiken 774-5271 baiken@roseville.ca.us

Economic Development Director Chris Robles made the presentation to Council.

Development Analyst Bill Aiken continued the presentation to Council.

No public comment received.

Motion by Rohan, seconded by Herman, to adopt RESOLUTION NO. 14-539 APPROVING A THREE YEAR AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND STAND OUT TALENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

13. ORDINANCES**13.1 Fire Department Academy – Budget Adjustment**

Memo from Administrative Analyst Katrina Rostam and Interim Fire Chief Kathryn Finney recommending Council adopt ORDINANCE NO. 5442 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Fire Department currently has eight open positions and is currently filling the positions with overtime. The department expects to promote staff into some of the existing vacancies and hire in all eight positions at the lower firefighter/paramedic rank. The 12-week Fire Academy will cost \$401,977.00 to cover instructors, recruit salaries during the Academy, background/medical costs, personal protective

equipment, uniforms, and an assortment of tools and supplies. An additional \$7,500.00 is required for professional services and logistics related to the process for Captain and Engineer promotions. The cost of running an Academy and additional promotional costs were not included in the FY2014/2015 budget. This will require an increase of \$409,477.00 to the General Fund budget.

Council Communication No. 6541 – File 0201-01 & 0324

CONTACT: Katrina Rostam 774-5848 krostam@roseville.ca.us

Jim Bryla 774-5570 jbryla@roseville.ca.us

Fire Division Chief Jim Bryla made the presentation to Council.

Finance Director Monty Hanks continued the presentation to Council.

No public comment received.

Motion by Roccucci, seconded by Gore, to adopt ORDINANCE NO. 5442 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

14. PUBLIC HEARINGS

NOTICE TO THE PUBLIC

City Council, when considering the matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
5. Appellant or Applicant Rebuttal Period
6. Close the Public Hearing
7. City Council Comments and Questions
8. City Council Action

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City at or before the hearing.

Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuance. Any matter not noted for continuance will be posted separately.

14.1 Resolution of Formation of Community Facilities District Westbrook Community Facilities District No. 2 (Public Services)

Memo from Financial Analyst Lisa Binner and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 14-540 OF FORMATION OF COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 14-541 CALLING SPECIAL LANDOWNER ELECTION FOR COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 14-542 DECLARING RESULTS OF SPECIAL LANDOWNER

ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and introduce for first reading ORDINANCE OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES). The landowners are obligated under their development agreement to participate in a Community Facilities District (CFD) to provide a funding mechanism to pay for ongoing landscape corridors, medians, parks, open space, bus stations, and stormwater maintenance arising from the development of this project. A special tax will be levied annually within the CFD sufficient to pay for all maintenance and administrative expenses. On November 5, 2014, the City Council adopted Resolution of Intention No.14-476 to Form a Community Facilities District and Levy a Special Tax in Westbrook CFD No. 2, and set December 17, 2014, at 7:00p.m. as the time and place to conduct a public hearing. The special taxes will allow for an annual escalation factor, not to exceed 4%. The formation and administration of the Community Facilities District will not impact the City's General Fund.

Council Communication No. 6542 – File 0206-03-01

CONTACT: Lisa Binner 774-5307 lbinner@roseville.ca.us

Mayor Garcia opened the public hearing.

Finance Director Monty Hanks made the presentation to Council.

Financial Analyst Lisa Binner continued the presentation to Council.

John Tallman, Westpark Communities, spoke in favor.

City Clerk Sonia Orozco announced the ballot results as follows:

Number of votes Yes: 399

Number of votes No: 0

Number of votes Eligible: 399

Percent of votes in Favor: 100%

And declared the ballot passed by a majority of vote.

Mayor Garcia closed the public hearing.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 14-540 OF FORMATION OF COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES);

and,

adopt RESOLUTION NO. 14-541 CALLING SPECIAL LANDOWNER ELECTION FOR COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES);

and,

adopt RESOLUTION NO. 14-542 DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES);

and,

to introduce for first reading ORDINANCE OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES).

Roll call vote: Ayes: Herman, Roccucci, Garcia, Gore, Rohan

Noes: None

Absent: None

15. COUNCIL/STAFF/REPORTS/COMMENTS

State Water Conference – Councilmember Roccucci reported on attendance.

Placer County Water Agency Meeting – Councilmember Roccucci reported.

Regional Water Authority Awards – Councilmember Roccucci congratulated award recipients Ed Kriz and Sean Bigley.

Westpark Development – Councilmember Herman acknowledged planned growth.

Happy Holidays – Councilmember Herman and Mayor Garcia extended happy holidays to the community.

Literacy Award – Mayor Garcia congratulated award recipient Natasha Casteel.

Council Appreciation – Mayor Garcia expressed appreciation for new Council role and for Rohan leadership.

16. ADJOURNMENT

Motion by Herman, seconded by Gore, to adjourn the meeting. The next regular meeting will be held on January 7, 2015 at 7:00 p.m. in the City Council Chambers.

Vote: All ayes

Meeting adjourned at 7:56 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

JANUARY 21, 2015

CITY COUNCIL CLOSED SESSION

6:00 p.m.

CITY COUNCIL MEETING

HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The Closed Session of the Roseville City Council was called to order by Mayor Carol Garcia on Wednesday, January 21, 2015 at 6:00 p.m.

2. SILENT ROLL CALL

Councilmember:	Bonnie Gore	Present
Councilmember:	Tim Herman	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Pauline Rocucci	Present
Mayor:	Carol Garcia	Present

3. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

4. CLOSED SESSION

4.1 Pending Litigation

Conference with Legal Counsel – anticipated litigation (one case), pursuant to California Government Code section 54956.9(a), (d)(4).

CONTACT: Brita Bayless 774-5325 bbayless@roseville.ca.us

Closed Session Disclosure: City Attorney Brita Bayless reported no litigation authorized.

4.2 Conference with Labor Negotiators

Conference with labor negotiators, California Government Code section 54957.6
Agency designated representatives: Gayle Satchwell and Tim Davis
Employee Organizations: International Brotherhood of Electrical Workers (IBEW), Stationary Engineers, Local 39, Roseville Police Officers Association (RPOA),

Roseville Police Association (RPA), Roseville Firefighters, Local 1592, Management and Confidential, Unrepresented Employees, and City Council Appointed Positions (CCAP).

CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

Closed Session Disclosure: City Attorney Brita Bayless reported Council provided direction to labor negotiators.

5. CALL TO ORDER

The meeting of the Roseville City Council and Roseville Housing Authority was called to order by Mayor Carol Garcia on Wednesday, January 21, 2105 at 7:00 p.m.

6. ROLL CALL

Councilmember:	Bonnie Gore	Present
Councilmember:	Tim Herman	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Pauline Rocucci	Present
Mayor:	Carol Garcia	Present

7. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Lori Benetiz.

8. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

City Clerk Sonia Orozco announced the procedures for addressing Council.

City Manager Ray Kerridge introduced Interim Fire Chief Brian Kelly, who made comments.

9. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

Gary Johanson, Roseville, spoke to Fire Department and Police Department compensation.

10. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker.

BEGINNING OF CONSENT CALENDAR

Approval of the Consent Calendar

Item 10.18 removed to be discussed separately. All other items approved as recommended.

Bids/Purchases/Services:

10.1 Harry Crabb Park Phase 2 Project – Approval of Plans and Specifications and Call for Bids

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dominick Casey recommending Council approve the plans and specifications for the Harry Crabb Park Phase 2 Project and authorize staff to call for bids. Harry Crabb Park is an 18.8 acre park site located on Scarborough Drive and Secret Ravine Parkway in the Stoneridge Specific Plan. The Phase 1 project developed 7 acres of the park site. The Phase 2 project will develop the remainder of the parcel. Amenities planned for Phase 2 include a recirculating spray ground (water play area), covered picnic area, expansion of the gravel parking lot, baseball fields, turf, landscaping and irrigation. In order to meet the budget constraints, additive alternatives have been identified. These include additional planting, additional shade sail, tennis courts, asphalt paving of the parking lot, additional group picnic area with shade sail, and additional seat walls. The architect's estimate for construction for the base bid is \$2,032,649.00. The estimate for all of the additive alternatives combined is \$605,210.00. Additive alternates will be included in the construction contract as budget allows. Bids are scheduled to be opened on February 16, 2015. If the City remains in a stage 2 drought situation or worse, award of this contract will be re-evaluated. Funding for the park construction is provided through the Citywide Park Fund and was allocated in the FY2014/15 budget. Maintenance of the park is funded from the General Fund and has been allocated to the operating budget for FY2014/15.

Council Communication No. 6575 – File 0704-01

CONTACT: Rjahja Canlas 774-5342 rcanlas@roseville.ca.us

10.2 2015 Residential Americans with Disabilities Act Upgrades Project – Approval of Plans and Specifications and Call for Bids

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon recommending Council approve the plans and specifications for the 2015 Residential Americans with Disabilities Act (ADA) Upgrades Project and authorize staff to call for bids. A joint technical assistance release issued by the United States Department of Justice and the Federal Highway Administration in 2013 requires that roads receiving an overlay of additional material must ensure that all curb ramps adjacent to the overlay meet current ADA standards. If they do not, they must be improved. Staff has determined that 86 access ramps are

in need of improvement with next summer's residential resurfacing project. This project also includes three ramps within arterial resurfacing project limits and one ramp that will provide access to a park. In total, this project will improve 90 ADA access ramps. Public Works anticipates construction to begin April 2015, with completion by end of June 2015. Construction plans and specifications for the project have been completed and are available at the City Clerk's Office for review. The engineer's estimate for this project is \$434,200.00 which is fully funded with State Gas Tax funds. No General Funds are allocated for this project.

Council Communication No. 6576 – File 0900-04-02

CONTACT: Nick Graves 746-1305 ngraves@roseville.ca.us

10.3 LED Variable Message Sign (RFQ 1981) – Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Daktronics, Inc. for the purchase of an LED variable message sign (VMS). The Public Works Department Engineering Division has a requirement for an LED variable message sign, commonly referred to as a changeable message sign (CMS). This sign will be placed into the Traffic Signal Maintenance warehouse in preparation for a planned CMS installation project later this year on westbound Pleasant Grove before Roseville Parkway. In June of 2011, Council authorized the purchase of two VMS as a result of the bid received from Daktronics, Inc. in response to RFQ 1981. The bid also allowed for the purchase of up to ten additional signs as needed between the 2012-2015 calendar years. The vendor provided fixed pricing for the duration of the contract. The total cost of the sign to be purchased this fiscal year is \$38,657.00. Funding for the sign is included in the Public Works Department's FY2014/15 Capital Improvement Project budget.

Council Communication No. 6578 – File 0203-13-02 & 0316-01

CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

10.4 Intelligent Transportation System Express Switches – Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize a sole source annual purchase order to CT West, Inc. for the purchase of intelligent transportation system (ITS) Ethernet switches. The Public Works Traffic Signal Division has a requirement to replace their current ML638 switches at various traffic signals as the hardware nears its end of life expectancy. The new switches from CT West, Inc. will improve system reliability because they are state-of-the-art hardened switches that have the capability to automatically re-route the communications back to City Hall if there is a loss of signal due to fiber optic line damage. This ensures that network communications to City facilities are not lost. This is a sole source purchase because the product function is proprietary and CT West, Inc. is the sole distributor of these ITS Express hardened network devices in California. The cost of each switch is approximately \$1,574.88. An open annual purchase order will be established with a not-to-exceed value of \$50,000.00. Funding is included in the Public Works Department's FY2014/15 budget.

Council Communication No. 6579 – File 0203-13-02

CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

10.5 Deadfront Padmount Switchgear (RFQ 2082) – Purchase Orders

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council approve open purchase orders to HD Supply Power Solutions as the lowest responsive bidder to RFQ 2082 deadfront padmount switchgear. The Electric Department has an ongoing requirement for deadfront padmount switchgear. The purpose of switchgear is similar to the same basic function of a residential main breaker panel, except at higher rated power levels. The cost of switchgear for new construction is ultimately paid by the developer via the Contribution in Aid of Construction Capital Improvement Project account. HD Supply Power Solutions has performed satisfactorily and in accordance with the terms and conditions of the bid. Renewal of this agreement represents the second of five optional years. Based on the Electric Department's projections, the estimated total for switchgear is approximately \$250,000.00, not to exceed budget. Funding is included in the FY2014/15 Central Stores inventory replacement account and next fiscal year based on Council approval of budgets. When items are pulled out of inventory, funds will be charged to Electric's budget.

Council Communication No. 6580 – File 0203-07-01

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

10.6 Faulted Circuit Indicators (RFQ 2095) – Purchase Orders

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize open purchase orders to One Source Distributors as the lowest responsive bidder to RFQ 2095 faulted circuit indicators. The Electric Department has a recurring requirement for faulted circuit indicators. The purpose of the faulted circuit indicator is to provide a visual indication as to where high-voltage short circuits have occurred. The indicators decrease trouble-shooting time significantly and, as a result, extend the life of the equipment. The RFQ provides for future price escalations and decreases based on market fluctuations. Also, four one-year renewal options were included in RFQ 2095. This renewal represents the first of four renewals. The total estimated cost for the faulted circuit indicators is \$70,000.00, not to exceed budget. These items will be purchased and placed into Central Stores inventory. When items are pulled out of inventory, funds will be charged to the Electric Department against the current fiscal year budget.

Council Communication No. 6581 – File 0203-07

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

10.7 Remote Phone System Maintenance – Purchase Order

Memo from Information Technology Programs Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council award of purchase order to Altura Communication Solutions to provide remote phone system maintenance for the next three years. This annual post-warranty maintenance agreement covers software support and upgrades, hardware maintenance and replacement, and 24x7 remote monitoring services for each year. This purchase order piggybacks the California Department of General Services CMAS Contract 3-14-70-3100A. Staff requests authorization to continue renewing purchase orders with Altura Communication Solutions for phone maintenance for up to three years subject to Council approval. Staff will continue to evaluate whether the vendor is the best option for the City telephone maintenance. The total cost

for the purchase order is \$60,925.00. Funding is included in the Information Technology Department's FY2014/15 budget.

Council Communication No. 6594 – File 0203-05

CONTACT: Matt Donaldson 774-5405 mdonaldson@roseville.ca.us

10.8 Residential Load Management Program – Service Agreement Amendment

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-18 APPROVING A SERVICE AGREEMENT AMENDMENT BETWEEN CITY OF ROSEVILLE AND ENERTOUCHE, INC., DBA GOODCENTS SOLUTIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1203019). In the summer of 2007, Roseville Electric implemented a Residential Demand Response Program called Power Partners. This is a voluntary program for residential customers. Power Partners provides Roseville Electric with the opportunity to shed load in the event of potential grid emergencies and for the residential customers to help reduce peak energy use during hot summer months. During implementation of the Power Partners program, Roseville Electric issued a Request for Proposals (RFP) seeking a vendor to provide installation services and ongoing call center services for program management. GoodCents was selected as the vendor. Roseville Electric is requesting this amendment to continue offering the Power Partners voluntary demand response program to our residential customers and requires this contract for call center and field services to continue the program. The service agreement is being increased from \$120,000.00 to \$185,000.00. Funding for the amendment of \$65,000.00 is included in the Electric Department's Retail Services budget for FY2014/15 and future budgets based on Council approval of budgets. Some costs may be offset by savings associated with peak demand reduction during summer months.

Council Communication No. 6582 - File 0203-07 & 0800-03

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

Resolutions:

10.9 Oak Street Roundabout Project – Service Agreement Amendment

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-16 APPROVING A FIRST AMENDMENT TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS & CO. INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1403247). On March 19, 2014 City Council awarded a contract to C&C Construction Inc. for construction of the roundabout at Washington Boulevard and Oak Street. A service agreement in the amount of \$21,000.00 was executed to bring consulting firm, Mark Thomas & Company, the designer for the roundabout project, on-board to provide construction support services. As is the case with most in-fill type projects, staff ran into a number of issues such as unknown buried utilities, buried man-made objects, necessary modifications to the roadway structural section, as well as needed modifications to the landscaping features due to drought conditions. This amendment to the original service agreement will supply the additional funding for the services provided by Mark Thomas and Company. The cost for this agreement is \$41,000.00. This project is funded with \$2,590,924.00 in CMAQ funds, \$700,000.00 in TMF, and \$900,000.00 in Strategic Improvement funds. There

are sufficient funds in the noted project funding sources to cover the requested increase.

Council Communication No. 6595 – File 0401-02-02-1 & 0900-04-02

CONTACT: Hossein Naghibzadeh 746-1300 hnaghibzadeh@rooseville.ca.us

10.10 Staff Augmentation and Construction Related Services – Agreement Amendment

Memo from Senior Engineer Guy Howes and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-17 APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HDR CONSTRUCTION CONTROL CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. City Council approved a professional services agreement with HDR on February 5, 2014, for staff augmentation and construction related services for a one-year term. In 2015, multiple capital improvement projects have been identified which will also require additional construction resident engineer and construction inspector positions beyond that of current City staff levels and workloads. As such, staff is proposing to exercise the one-year contract extension option as identified in the existing agreement and estimate that an additional \$500,000.00 will be sufficient to compensate HDR for their participation with these projects. In addition, HDR may be assigned private development projects should workload levels exceed staff's ability to provide the necessary construction project staffing levels. The actions requested as part of this item have no impact to the General Fund. Development agreements between the City and developers require the owners/developers to reimburse the City for actual costs of providing plan check and inspection services. Similarly, capital improvement project budgets include funds for construction management services. The entire amount of this agreement is considered "pass-through" in which all construction services would be reimbursed by either owners/developers or allocated Capital Improvement Project budgets with no incurred expense to the General Fund.

Council Communication No. 6574 – File 0800-06

CONTACT: Guy Howes 774-5339 ghowes@rooseville.ca.us

10.11 Energy and Water Tracking Reporting – Agreement Amendment

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-19 APPROVING AN AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CRMORBIT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In February 2012, Roseville Electric (RE) and Environmental Utilities (EU) began implementation of a third-party hosted energy and water tracking and reporting system with crmOrbit, Inc., Energy Orbit. The system is utilized for rebates for customer improvements in energy and water efficiency and installations of solar electric systems. The Energy Orbit rebate cloud-based system saves RE and EU processing time and staff dollars, and at the same time provides improved access and convenience to rebate programs for Roseville ratepayers. RE is billed annually for the individual "use" licenses by crmOrbit, Inc. These licenses are assigned individually to users. The amendment provides for additional licenses through the end of 2017 for contractors who are administering large volume energy efficiency programs. The amendment also includes a request for \$5000.00 to provide customer support on an as-needed basis for EU. This

amendment has a not to exceed limit of \$21,000.00 for custom programming and licenses for FY2014-2017. Funding for the Energy Orbit System is part of the annual Roseville Electric's Public Benefits budgets with contributions from Environmental Utilities Water Operations and grant funds.

Council Communication No. 6583 – File 0800-02 & 0800-03

CONTACT: Renee Laffey 774-5671 rlaffey@roseville.ca.us

10.12 Legal Services Agreement

Memo from City Attorney Brita Bayless recommending Council adopt RESOLUTION NO. 15-22 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND COLANTUONO, HIGHSMITH & WHATLEY, P.C., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City requires outside legal services from time to time to advise, assist, and represent the City as co-counsel with the City Attorney with respect to certain litigation and transactional matters. The cost for these services will be charged to account number 08600-5100.

Council Communication No. 6596 – File 0500-01

CONTACT: Brita Bayless 774-5325 bbayless@roseville.ca.us

10.13 Inter-Jurisdictional Traffic Fee – Partnership Agreement and Cost Share Obligation

Memo from Engineering Manager Chris Kraft and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-21 APPROVING A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ROSEVILLE, SACRAMENTO AREA COUNCIL OF GOVERNMENTS, CALTRANS, PLACER COUNTY, SACRAMENTO COUNTY AND SUTTER COUNTY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is participating in the preparation of a fair share regional traffic mitigation fee program with Caltrans, and the counties of Placer, Sacramento, and Sutter to address traffic impacts on regionally significant local and state roads/highways resulting from various land plans that have recently been approved and/or are foreseeable in the near future. The Partnership Agreement includes procuring a traffic consultant who will use available data provided by the partners. This consultant will model traffic demands and patterns, and make recommendations that will distribute fair share costs based on roadway segment use. The total cost for consulting services is estimated to be approximately \$227,000.00. Caltrans has provided grant funding in the amount of \$170,000.00 leaving a net shortfall of \$56,670.00. The shortfall will be made up with contributions from the 4 affected jurisdictions with Roseville's obligation being \$14,167.50. As this is a traffic mitigation effort, the funding source for our participation will be from the City's Traffic Mitigation Capital Improvement Project account which has previously been budgeted to conduct traffic mitigation fee updates. The actions requested as part of this item have a no impact to the City's General Fund. The expense of this partnership effort will be paid for with budgeted funds previously approved in the FY2015 budget for traffic mitigation fee updates with fees collected as part of the City's Traffic Mitigation Fee.

Council Communication No. 6584 – File 0721 & 0800-06

CONTACT: Chris Kraft 774-5373 ckraft@roseville.ca.us

*Housing Authority:***10.14 FY2014-15 Midyear Budget Adjustments**

Memo from Financial Analyst Melissa Hagan and Assistant Housing Director Chris Robles recommending Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 2-15 APPROVING THE MIDYEAR BUDGET ADJUSTMENTS FOR FISCAL YEAR 2014-2015. The Housing Choice Voucher rental assistance program receives federal revenues to cover the cost of the rental assistance vouchers and federal revenues in order to cover the cost of administering the program. Each "bucket" of funding is accounted for separately by the Housing Authority and reported in separate reserve balances on the fund summary as Net Restricted Assets for the rental assistance reserve and Unrestricted Net Assets for the admin reserve. The General Fund contribution — a 4% decrease, is mainly a result of one full time employee formerly paid from Housing Authority revenues now with only 19% General Fund charges with the balance covered by other funding sources. There was also a slight increase to general administrative expenditures due to budgeting for the cost of administering vouchers from other jurisdictions now coming into Roseville. This action has no impact on the General Fund.

Council Communication No. 6589 – File 0201-01 & 0709

CONTACT: Melissa Hagan 774-5476 mhagan@roseville.ca.us

Ordinances: (for introduction and first reading)**10.15 Municipal Code Personnel Rules and Regulations Revisions**

Memo from Human Resources Director Gayle Satchwell recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 3.01.050 OF CHAPTER 3.01 OF TITLE 3, SECTION 3.06.140 OF CHAPTER 3.06 OF TITLE 3, SECTION 3.12.070 OF CHAPTER 3.12 OF TITLE 3, CHAPTER 3.12 OF TITLE 3 AND CHAPTER 3.17 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES AND REGULATIONS. The Personnel Rules and Regulations are part of the Municipal Code and document the City's employment rules and procedures. The significant changes to the rules include changes which are codified in California State labor law covering impasse procedures; fact finding and unit determination processes; addition of language that resolves the conflict in language between the Personnel Rules and negotiated Memorandum of Understanding with labor groups; updated sick leave usage language; leave accrual recruitment and retention language; elimination of the wellness incentive program; and establish a one-year probationary period for all City employees effective February 1, 2015. There is no fiscal impact.

Council Communication No. 6586 – File 0600-03

CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

Ordinances: (for introduction and adoption – appropriation/urgency measures)**10.16 Supervisory Control and Data Acquisition Systems Replacement Project – Change Order and Budget Adjustment**

Memo from EIM Systems Coordinator Charles Aycock and Environmental Utilities Director Ed Kriz recommending Council adopt ORDINANCE NO. 5460 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-2015 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 15-23 APPROVING A CHANGE

ORDER TO THE DESIGN ASSIST CONTRACT BETWEEN THE CITY OF ROSEVILLE AND WT ROSEVILLE JOINT VENTURE, A JOINT VENTURE OF WESTIN ENGINEERING, INC. AND TESCO CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Supervisory Control and Data Acquisition (SCADA) system is the computer system that monitors and controls all of the water, wastewater, storm water, and recycled water facilities throughout Roseville. In addition, large quantities of data are collected and stored for regulatory reporting, alarm tracking, and process trend analysis, which is used to alert operations and maintenance staff to abnormal conditions that could require emergency, or scheduled responses. Environmental Utilities (EU) elected to use a Design-Assist contract mechanism to replace the SCADA system in order to best leverage the collective experience of the City, design engineer, and the selected firm's staff. Following a competitive selection process, WT-Roseville JV was determined to have submitted the best-value proposal. Over the last twelve months, the City, CH2M Hill, and WT-Roseville JV staff members (Team) have held dozens of virtual and face-to-face meetings to review and refine each element of the RFP's 60% design. To confirm the security of the design concept, the Team then met with Department of Homeland Security's Control Systems Security Program (DHS) representatives for a two-day architecture review session of the new SCADA system architecture. Their wide range of experience with industrial control systems allow them to identify areas where improvements could be made and their recommendations were included in this final design change order. The extensive evaluations resulted in 25 potential changes from the 60% design increasing the reliability and flexibility, as well as significantly enhancing the cyber-security of the SCADA system. Their suggestions also appear to minimize the long-term operation and maintenance costs for the installation. Of the 25 proposed changes, 23 were determined to be necessary for implementation, and are included in Change Order #1. The total project cost for the SCADA replacement project is estimated to be \$10,124,750.00 including the previously awarded CH2M Hill contract, WT-Roseville JV contract, staff time, and the change order to WT-Roseville JV's contract requested here. The approved budget of \$8,441,750.00 is not sufficient to pay this amount. Therefore, an additional \$1,683,000.00 in rehabilitation funds is requested to fully fund the project. In addition, staff requests that the City Council adopt a resolution authorizing the City Manager to sign Change Order #1. This request will increase the WT-Roseville contract value by \$1,763,059.00 for a total contract value of \$6,087,628.00. The project funding is split between the Water and Wastewater Utility Rehabilitation funds. The Water Rehabilitation fund is contributing 1/3 of the funding and the Wastewater Rehabilitation fund is contributing 2/3 of the funding. The wastewater rehabilitation portion of the change cost is further split between the South Placer Wastewater Authority partners with Roseville assuming responsibility for 63.81% (\$715,948.00), Placer County contributing 11.91%, and the South Placer Municipal Utility District contributing 24.28%. The Water Rehabilitation fund's liability for the requested change is \$561,000.00. If this budget adjustment is approved and Change Order #1 executed, the City of Roseville's total contribution to this project including all contracts and staff time is estimated to be \$7,663,126.00.

Council Communication No. 6600 – File 0201-01 & 0800-02

CONTACT: Charles Aycock 746-1887 caycock@roseville.ca.us

10.17 Fire Department Staffing Changes

Memo from Senior Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5458 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-2015 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. With Council approval, Roseville Fire restructured the City's EMS delivery model in the 1990's to make Advanced Life Support (ALS) services available to customers utilizing all engine and truck companies. At the time, a handful of EMT-Basic firefighters remained in the system, and the plan was approved under the auspice that those remaining EMT-Basics would be replaced by EMT-Paramedics through attrition (promotion or retirement). This request to reclassify the Firefighter-EMT position to a Firefighter-Paramedic represents completion of that plan following the retirement of the City's last remaining Firefighter EMT. The financial impact of this staffing change for the remainder of FY2014/15, is estimated to be \$8,567.00. The Fire Department has identified one-time savings to fund this incremental cost, however funding for the ongoing, full year impact of \$14,685.00 will have to be identified during the development of the FY2015-16 budget.

Council Communication No. 6587 – File 0201-01 & 0600-01

CONTACT: Linda Hampton 774-5215 lhampton@roseville.ca.us

10.18 Turf Conversion Projects and General On-Call Site Services – Service Agreement and Budget Adjustment – Removed to be discussed separately

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt ORDINANCE NO. 5459 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and RESOLUTION NO. 15-20 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CLEARWATER CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1503212). The City issued a Request for Quotation (RFQ) in October 2014. The Request for Quotation defined the scope of work into turf conversions and on-call general site services. Turf conversions are part of the Parks, Recreation & Libraries drought response plan. It is a new program, aimed at ensuring that the City remains a good steward and maximizes the availability of the City's potable water source. An inventory of existing parks has been conducted that identifies non-usable/non-recreational turf that can be converted to result in an overall water savings. By converting these three sites to water-friendly landscapes, the potential water savings is 6,859,128 gallons annually. This program intends to convert various non-usable/non-recreational turf areas where potable water is the source. Funding for the on-going program will be reviewed through offsets in operational savings – if any, grants, Community Facility Districts for Service where possible and General Fund Capital Improvement Projects (CIP) Rehabilitation Fund. The Parks, Recreation & Libraries Department is dedicated to ensuring that our facilities remain safe and usable. As our infrastructure ages, smaller repair/replacement projects become more essential to restore. The on-call service portion of the contract will allow the department to respond in a timely basis to scheduled and unscheduled repairs

and/or replacements needs, thus creating greater efficiencies in the most cost effective manner. The one response received to the RFQ was evaluated and it was determined the pricing was reasonable and competitive. The intent is to enter into a one-year base agreement, with two optional one-year renewals. The renewal will be based on performance related to timeliness and quality of work as defined in the terms and conditions on the bid. The funding for turf conversion is proposed as a cost share between Electric, Environmental Utilities, and the General CIP Rehabilitation Fund. Approval of the on-call services seeks an initial one year base contract up to \$200,000.00 and two one year optional renewals up to \$200,000.00 per additional year. Funding for other projects are either allocated in the current CIP Rehabilitation projects approved during the FY2015 budget or through the CIP for services.

Council Communication No. 6597 – File 0201-01 & 0704

CONTACT: Tara Gee 774-5253 tgee@roseville.ca.us

10.19 Ford F150's and F250's with Utility Bodies (RFQ 01-3030) and Utility Carts – Purchase Orders and Budget Adjustment

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt ORDINANCE NO. 5461 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-2015 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE, and authorize purchase orders to Future Ford of Roseville for ten (10) Ford F150XL standard cab pickup trucks and to Downtown Ford Sales for seven (7) Ford F250 trucks with utility bodies as the lowest responsive bidders for RFQ 01-3030, and authorize a purchase order to Bobcat Company for five (5) Bobcat 3600 4x4 diesel deluxe utility vehicles. Purchasing staff issued a formal bid for Ford F150's and Ford F250's with utility bodies with the contract to be awarded separately by truck type. Five vendors responded. Future Ford was the low bidder for the Ford F150's. The Electric Department is purchasing four F150 replacement trucks and purchasing one new fleet addition. The trucks are used by Electric Department staff for power outages, delivering materials, inspecting construction projects, substation maintenance, and job site safety inspections. Development Services is replacing three trucks for building inspection staff, and one for Land Development, Engineering staff. The Parks Department is buying one Ford F150 as a replacement vehicle for Parks Maintenance crews. The Environmental Utilities Water Efficiency Division is purchasing a Ford F150 as a replacement vehicle for staff to perform water wise house calls, rebate verifications, and water waste patrol. Downtown Ford Sales was the low bidder for the Ford F250's. Building Maintenance is replacing a vehicle with a Ford F250 with utility body for the Facility Maintenance Division's field staff to perform maintenance and repair work at City facilities. The Parks and Recreation Department is replacing two trucks with two F250 trucks for Maintenance crews, the Water Division's Service Technician, and emergency standby technicians. The Environmental Utilities Water Distribution Division is purchasing three Ford F250 trucks with utility bodies to replace trucks used by the Meter/Backflow group. The Public Work's Flood Alert Division is purchasing a new F250 Ford to replace a vehicle used by the service technician to access stream level gauges for maintenance purposes. The combined base unit cost of the seventeen trucks including tax and license is \$386,463.89 plus options valued at \$130,509.30 for a grand total of \$516,973.37. Funding is

included in the FY2014/15 auto replacement budget. The Environmental Utilities Department is purchasing five Bobcat 3600 4x4 diesel deluxe utility vehicles as replacement vehicles used by the Environmental Utilities Maintenance Division for treatment plant preventative maintenance activities and for troubleshooting plant issues at the Dry Creek and Pleasant Grove Wastewater Treatment Plants. The City will be piggybacking National Joint Alliance Powers Alliance contract number 060311-CEC. The total cost of the utility vehicles is \$110,139.78. Funding is included in the FY2014/15 auto replacement budget.
Council Communication No. 6577 – File 0201-01 & 0203-01
CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

Ceremonial Proclamations/Resolutions:**10.20 School Choice Week Proclamation**

January 25-31, 2015, urging all citizens to acknowledge and support the organizations and services that develop students.

File 0102-06

CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us

10.21 Resolution of Commendation and Appreciation to Eric Kaiser

Retiring as Equipment Maintenance Supervisor after 25 years of service, be congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

File 0102-10

CONTACT: Lori Hogan 774-5707 lhogan@roseville.ca.us

10.22 Resolution of Commendation and Appreciation to Edward Kriz

Retiring as Environmental Utilities Director after almost 25 years of service, be congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

File 0102-10

CONTACT: Karen Sainsbury 746-1704 ksainsbury@roseville.ca.us

Reports/Requests/Staff:**10.23 Out of State Travel – Electric Department**

Memo from Assistant Electric Utility Director Michael Bloom and Electric Utility Director Michelle Bertolino recommending Council authorize out of state travel for Electric Resources Analyst, Petra Wallace, to attend Energy Utility Consultants Inc.'s "Integrating Energy Trading, Valuation, Market and Credit Risk Management" seminar in Denver, CO from February 18, 2015 to February 19, 2015. This two-day course will include sessions on counterparty credit exposure, risk analytics for various portfolio types, fluctuating credit conditions, financial and regulatory risks as well as managing volumetric uncertainty. The training sessions are a valuable way to learn energy market trading and risk management best practices and trends. The estimated total cost for the travel and the seminar is approximately \$3,200.00. Funds are available in Roseville Electric's FY2015 budget to cover the cost of the trip.

Council Communication No. 6590 – File 0600-02

CONTACT: Michael Bloom 774-5626 mbloom@roseville.ca.us

10.24 Out of State Travel – Police Department

Memo from Administrative Analyst Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve out of state travel for a police officer to attend a forensic computer investigation course in Cooper, Alabama from April 26 through May 8, 2015. The National Computer Forensic Institute (NCFI) was opened in 2008 with a mandate to provide state and local law enforcement, legal and judicial professionals a free, comprehensive education on current cyber-crime trends, investigative methods, and prosecutorial and judicial challenges. The NCFI has invited the Police Department's forensic computer investigator, Detective Patrick Ganguet, to attend their ten-day mobile device examiner course. The course provides investigators with hands-on experience examining a wide array of mobile devices such as cell phones, GPS units and tablets and forensic analysis tools. The course also covers legal issues, search warrants and other digital evidence issues. Since mobile devices are collected as evidence in many criminal investigations, the training will be extremely valuable for the department and the community. Because of the mandate to provide free training to local law enforcement, the NCFI is providing the course for free, and covering all associated travel expenses.

Council Communication No. 6592 – File 0600-02

CONTACT: Dee Dee Gunther 774-5015 ddgunther@roseville.ca.us

Motion by Herman, seconded by Roccucci, to remove item 10.18 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Rohan

Noes: None

Absent: None

REMOVED FROM CONSENT CALENDAR**10.18 Turf Conversion Projects and General On-Call Site Services – Service Agreement and Budget Adjustment**

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt ORDINANCE NO. 5459 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and RESOLUTION NO. 15-20 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CLEARWATER CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1503212). The City issued a Request for Quotation (RFQ) in October 2014. The Request for Quotation defined the scope of work into turf conversions and on-call general site services. Turf conversions are part of the Parks, Recreation & Libraries drought response plan. It is a new program, aimed at ensuring that the City remains a good steward and maximizes the availability of the City's potable water source. An inventory of existing parks has been conducted that identifies non-usable/non-recreational turf that can be converted to result in an overall water savings. By converting these three sites to water-friendly landscapes, the potential water savings is 6,859,128 gallons annually. This program intends to convert various non-usable/non-recreational turf areas where

potable water is the source. Funding for the on-going program will be reviewed through offsets in operational savings – if any, grants, Community Facility Districts for Service where possible and General Fund Capital Improvement Projects (CIP) Rehabilitation Fund. The Parks, Recreation & Libraries Department is dedicated to ensuring that our facilities remain safe and usable. As our infrastructure ages, smaller repair/replacement projects become more essential to restore. The on-call service portion of the contract will allow the department to respond in a timely basis to scheduled and unscheduled repairs and/or replacements needs, thus creating greater efficiencies in the most cost effective manner. The one response received to the RFQ was evaluated and it was determined the pricing was reasonable and competitive. The intent is to enter into a one-year base agreement, with two optional one-year renewals. The renewal will be based on performance related to timeliness and quality of work as defined in the terms and conditions on the bid. The funding for turf conversion is proposed as a cost share between Electric, Environmental Utilities, and the General CIP Rehabilitation Fund. Approval of the on-call services seeks an initial one year base contract up to \$200,000.00 and two one year optional renewals up to \$200,000.00 per additional year. Funding for other projects are either allocated in the current CIP Rehabilitation projects approved during the FY2015 budget or through the CIP for services.

Council Communication No. 6597 – File 0201-01 & 0704

CONTACT: Tara Gee 774-5253 tgee@roseville.ca.us

Removed by Parks, Recreation & Libraries Director Dominick Casey for presentation.

Parks & Recreation Director Dominick Casey made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 15-20 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CLEARWATER CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and, to adopt ORDINANCE NO. 5459 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATIONS MEASURE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

11. APPOINTMENTS

11.1 Bi-Annual Board and Commission Appointments

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending Council appoint members to the Board of Appeals, Library Board, Parks and Recreation Commission, Personnel Board, Senior Commission, and Transportation Commission as part of the bi-annual Board and Commission

recruitment process. Additionally, an unscheduled vacancy exists on the Personnel Board.

1. Appoint four (4) members to the Board of Appeals with terms ending December 31, 2018 from the following eight (8) individuals who submitted applications for consideration: Trent Allen, Leilani Fratis, Robert Morales, Dan Myers, Denis Nishihara, Scott Sanford, Sean Wallentine, Jim Williams.
2. Appoint three (3) members to the Library Board with terms ending December 31, 2018 from the following six (6) individuals who submitted applications for consideration: Emily Baldwin, Suzanne Dizon, Joseph Mlaker, Andrew Tagg, Danielle Vaticano, Patricia Wick.
3. Appoint three (3) members to the Parks and Recreation Commission with terms ending December 31, 2018 from the following eighteen (18) individuals who submitted applications for consideration: Matthew Bridge, Mike Esparza, Paul Gonzalez, Charlie Harrison, Irwin Herman, Guriqbal Singh Kang, Joseph Mlaker, Lauren Neves, Denis Nishihara, Todd Osterberg, Doyle Radford, Jr., Andrae Randolph, Colin Roe, Charles Sandoval, Ryan Schrader, Sarah Shanmugam, Roy Stearns, Tim Walsh.
4. Appoint two (2) individuals to the Personnel Board with terms ending December 31, 2018 and one (1) individual to the Personnel Board with a term ending December 31, 2016 from the following six (6) individuals who submitted applications for consideration: Trent Allen, Karen Alvord, Lauren Neves, Scott Olsen, Charles Sandoval, Andrew Tagg.
5. Appoint three (3) individuals to the Senior Commission with terms ending December 31, 2018 from the following eight (8) individuals who submitted applications for consideration: Elizabeth Bunker, Marlene Cristanelli, Tammy Howard, Guriqbal Singh Kang, Gopal Kapur, Bobbie Knapp, Megan Robertson, Ann Walker.
6. Appoint two (2) individuals to the Transportation Commission with terms ending December 31, 2018 from the following six (6) individuals who submitted applications for consideration: Matthew Bridge, Chinnaian Jawahar, Robert Morales, Colin Roe, Jeff Short, Sean Wallentine.

Council Communication No. 6598 – File 0103 & 0103-04 & 0103-05 & 0103-06 & 0103-12 & 0103-13 & 0103-41

CONTACT: Helen Dreyer 774-5356 hdreyer@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

Councilmember Roccucci requested clarification on applicants for members serving on two or more Council boards or commissions.

City Attorney Brita Bayless noted that if a person was appointed to a second board or commission and it was an incompatible office with the first appointment, the first appointment of office would be automatically vacated; however, advisory boards and commissions are not subject to the rules of incompatible offices.

Motion by Gore, seconded by Rohan, to appoint Leilani Fratis, Dan Myers, Scott Sanford, and Sean Wallentine to the Board of Appeals with terms ending December 31, 2018.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion by Herman, seconded by Roccucci, to appoint Suzanne Dizon, Andrew Tagg, and Patricia Wick to the Library Board with terms ending December 31, 2018.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion by Roccucci, seconded by Gore, to appoint Doyle Radford, Jr., Andrae Randolph and Roy Stearns to the Parks and Recreation Commission with terms ending December 31, 2018.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion by Roccucci, seconded by Herman to appoint Karen Alvord and Scott Olsen to the Personnel Board with terms ending December 31, 2018 and appoint Charles Sandoval to the Personnel Board with a term ending December 31, 2016.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion by Herman, seconded by Gore, to appoint Marlene Cristanelli, Gopal Kapur, and Ann Walker to the Senior Commission with terms ending December 31, 2018.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion by Roccucci, seconded by Rohan, to appoint Chinnaian Jawahar and Jeff Short to the Transportation Commission for terms ending December 31, 2018.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

12. SPECIAL REQUESTS/REPORTS/PRESENTATIONS

12.1 Overview of Code Enforcement Operations

Memo from Senior Code Enforcement Officer Paul Camilleri and Development Services Director Kevin Payne recommending Council direct staff to continue to implement the City's Code Enforcement operations as currently structured and take the necessary actions to develop the following improvements:

1. Develop and formalize an internal policy for a multi-departmental Code Enforcement response;
2. Develop a tracking system to address the status or resolution of all complaints;
3. Review existing code sections and formulate prescriptive standards, where required; and,
4. Work with the City Attorney's office to identify greater enforcement remedies creating the opportunity for earlier resolution of issues.

Council Communication No. 6599 – File 0800-06

CONTACT: Paul Camilleri 774-5459 pcamilleri@roseville.ca.us

Assistant City Manager Rob Jensen made the presentation to Council.

Development Services Director Kevin Payne continued the presentation to Council.

No public comment received.

Motion by Rohan, seconded by Herman, to direct staff to continue to implement the City's Code Enforcement operations as currently structured and take the necessary actions to develop the following improvements: 1) Develop and formalize an internal policy for a multi-departmental Code Enforcement response; 2) Develop a tracking system to address the status or resolution of all complaints; 3) Continue to review existing code sections and formulate prescriptive standards, where required; and, 4) Continue to work with the City Attorney's office to identify greater enforcement remedies creating the opportunity for earlier resolution of issues.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

12. SPECIAL REQUESTS/REPORTS/PRESENTATIONS

12.2 Year End Performance Report – Fiscal Year 2013-14

Memo from Budget Analyst Brandon Ladd and Finance Director Monty Hanks with the Year End Performance Report for the fiscal year ended June 30, 2014. The Year End Performance Report reflects Roseville's continued economic improvement after the recession.

Council Communication No. 6591 – File 0202-02

CONTACT: Brandon Ladd 774-5389 bladd@roseville.ca.us

Genna Martin 746-1255 gmartin@roseville.ca.us

Valerie DePeel 774-5208 vdepeel@roseville.ca.us

Kathy Conley 746-1306 kconley@roseville.ca.us

Finance Director Monty Hanks made the presentation to Council.

Richard Tepold, Roseville, questioned grant spending and spoke to concerns regarding Fire Department and Police Department staffing.

Item for information only. No action required.

13. COUNCIL/STAFF/REPORTS/COMMENTS

Higher Education Conference – Councilmember Herman reported.

Regional Water Authority Meeting – Councilmember Roccucci reported.

Northern California Power Agency Workshop – Councilmember Roccucci reported.

Environmental Utilities Director Ed Kriz Retirement – Councilmember Gore and Mayor Garcia expressed commendations.

Building Industry Association Friend of Housing Award – Mayor Garcia expressed commendations to recipient Vice Mayor Rohan.

Council Representation Merged SACTO/GSAC Committee – Council consensus to appoint Mayor to serve as primary and City Manager to serve as alternate.

14. ADJOURNMENT

Motion by Gore, seconded by Roccucci, to adjourn the meeting. The next regular meeting of the Roseville City Council will be held on Wednesday, February 4, 2015 at 7:00 p.m. in the City Council Chambers.

Vote: All ayes

Meeting adjourned at 8:31p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES FEBRUARY 4, 2015

CITY COUNCIL MEETING

7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The meeting of the Roseville City Council was called to order by Mayor Carol Garcia on Wednesday, February 4, 2015 at 7:00 p.m.

2. ROLL CALL

Councilmember:	Bonnie Gore	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Tim Herman	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Joe Patton, Roseville Activities League member.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker.

BEGINNING OF CONSENT CALENDAR

Approval of the Consent Calendar

Item 6.16 removed to be discussed separately. All other items approved as recommended

Bids/Purchases/Services:

6.1 Wireless Network System – Purchase Order

Memo from Network Communications Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council award of a purchase order to Accuvant to provide hardware, software, and professional services to implement a new wireless network system for the City. The City's existing wireless network system was developed several years ago when limited wireless access was needed by a relatively small number of systems. A new wireless system is needed that offers the latest technology to provide greater capacity and performance and to accommodate continued growth. The Information Technology Department selected a new system through a two-phased process. The Aruba system proposed by Accuvant stood out as the system that best met the selection criteria. The total cost for the Wireless Network System will not exceed \$80,000.00. Funding is included in the Information Technology Rehab budget for FY2014/15.

Council Communication No. 6601 – File 0203-05

CONTACT: Matt Donaldson 774-5405 mdonaldson@roseville.ca.us

6.2 Decorative Streetlight Heads (RFQ 2077) – Purchase Orders

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize open purchase orders to Granite Electric Supply, Inc. as the lowest responsive bidder to RFQ 2077 for decorative streetlight heads. The Electric Department has a recurring requirement for decorative streetlight heads. The decorative streetlight head is sold separately from the pole and base. The assembled streetlight is then installed by Roseville Electric into new residential sub-divisions and the developers reimburse the City. This renewal will be the first of four renewal years. The estimated cost for decorative streetlight heads will be \$100,000.00, not to exceed budgeted amount. These items will be purchased and placed into Central Stores inventory. When items are pulled out of inventory, funds will be charged to Electric against the current fiscal year budget.

Council Communication No. 6602 – File 0203-07

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

6.3 Electrical Cable (RFQ 1953) – Purchase Orders

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize additional purchase orders to Prysmian Cables

& Systems, The Okonite Company, Wesco Distributors Inc., and Southwire Company for the purchase of electrical cable. The Electric Department's need for additional aluminum cable is due to the increased development in the West Roseville area. The Electric Department is also upgrading most of the cables that leave the Douglas Substation for improved reliability during the Substation Rehabilitation Project. In addition to the mentioned projects, there are the regular operational and maintenance jobs that contribute to the needs of more aluminum cable. The total estimated cost for the Electric Department's annual requirement of cable will increase from \$500,000.00 to \$1,000,000.00, not to exceed budget. Funding is included in the FY2014/15 Central Stores inventory replacement account. When items are pulled out of inventory, funds will be charged to Electric's budget.

Council Communication No. 6603 – File 0203-07-03

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

6.4 Decorative Streetlight Pole and Base (RFQ 2080) – Purchase Orders

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize open purchase orders to Granite Electric Supply, Inc. as the lowest responsive bidder to RFQ 2080 for decorative streetlight poles and bases. The Electric Department has a recurring requirement for decorative streetlight pole and base. The decorative poles and bases are provided and installed by Roseville Electric in the new residential subdivisions and the developers reimburse the City. Also, four optional one-year renewals were included in the decorative streetlight pole and base bid. This renewal represents the first of four renewal years. The estimated cost for the decorative streetlight pole and base is \$125,000.00, not to exceed budgeted amount. These items will be purchased and placed into Central Stores inventory. When items are pulled out of inventory, funds will be charged to Electric against the current fiscal year budget.

Council Communication No. 6604 – File 0203-07

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

6.5 Energy House Call Program – Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-24 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SYNERGY COMPANIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1504340). In March 2014, City Council approved the 2013 Greenhouse Gas Free Allowance Proceeds Spending Plan (Plan). The Plan consisted of three parts. One of these is the creation of a Green Allowance Proceeds fund designed to directly support energy efficiency measures with the City's low income customers. On July 25, 2014, the Electric Department solicited proposals for the EZ Energy House Call Program which is a Whole House Weatherization program targeted at the City's low income residents. The installed measures will result in a reduction in energy consumption for the enrolled customers. Synergy Companies was selected as the most qualified vendor with a total cost of service and materials not to exceed \$300,000.00. Funding is included in the Electric Department's CARB Rebate Program budget for FY2014/15.

Council Communication No. 6605 – File 0203-07 & 0800-03

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

6.6 Traffic Signal Display Repainting (RFQ 2000) – Service Agreement Renewal

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-25 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND RIVER CITY PAINTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1505066). The Public Works Traffic Signal Maintenance Section has a requirement for the repainting of traffic signal equipment throughout the City to prevent corrosion and sun glare on metal traffic signal heads, and to repair damaged or faded paint on previously painted traffic signal or changeable message sign poles. The work is performed on an as needed basis at the direction of staff in the Public Works Department. The contract was awarded to River City Painting as the lowest responsive bidder. The bid allowed for four optional renewal years. This renewal will be the third of four optional renewal years. The vendor's work has been satisfactory and in accordance with the terms and conditions of the bid. The estimated cost of the services is a not to exceed value of \$30,000.00. Funding is included in the Public Works Traffic Signal Division's FY2014/15 budget for any services performed between now and June 30, 2015. Any money spent in FY2015/16 through the agreement expiration date of October 31, 2015 will be contingent upon Council approval of budgets for that year.

Council Communication No. 6606 – File 0203-13-02

CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

6.7 Fertilizer (RFQ 2053) – Purchase Agreement Renewal

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council approve the renewal of a purchase agreement with Crop Production Services for Dimension 0.125 percent Plus fertilizer utilizing RFQ 2053. The Parks Maintenance Division has an ongoing requirement for fertilizer for application on park and landscape turf. A formal bid was issued where vendors were asked to quote the price per 50-pound bag of Dimension 0.125 percent Plus fertilizer. Crop Production Services was awarded the bid on February 20, 2013. The bid allowed for four (4) optional renewal years available at the City's discretion. This will be the second of four (4) optional renewal years. Crop Production Services has agreed to renew the bid contract with a reduction in price of \$3.00 per 50-pound bag from the originally bid price of \$48.00 per bag to \$45.00 per bag for an approximate 6 percent per bag dollar savings to the City. The annual cost of the fertilizer including tax is approximately \$216,200.00. Funding is included in the FY2014/15 budget for the fertilizer used in the spring of this year, and funding will be included in the FY2015/16 proposed budget for the fertilizer purchased for the fall application. The purchase in the fall will be contingent upon Council approval of budgets for next year. Sixty-one percent of the cost of the purchase will be funded by the General Fund, and the remaining thirty-nine percent will be funded proportionally by the various Community Facilities Districts and Landscape and Lighting Districts.

Council Communication No. 6607 – File 0203-10

CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

6.8 City Facility Electrical Services – Service Agreement Renewal

Memo from Administrative Assistant Lori Hogan and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-27 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND

VASKO ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1504127). The City solicited proposals for electrical services in 2012 in order to secure cost effective pricing for smaller electrical projects in the \$500.00 to \$10,000.00 range. These projects include repairs, remodels, and maintenance of existing City facilities. Seven qualified vendors responded to the Request for Proposals and after careful review, Vasko Electric was chosen as the most qualified vendor based upon cost, ability to self-perform tasks, and company experience. At that time, the City entered into a five-year agreement, with an initial three year period and two optional renewal years, with the selected vendor. The initial three year period is expiring in February 2015 and this new service agreement is for the first one-year renewal period. The total estimated cost for this one-year agreement is \$150,000.00. Funding is included in the Building Maintenance and Park Maintenance fiscal year budgets and future budgets based on Council approval. Council Communication No. 6609 – File 0203-04
CONTACT: Lori Hogan 774-5707 lhogan@roseville.ca.us

6.9 Purchase of Natural Gas Contract

Memo from Administrative Analyst Rodney Funke and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-41 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COMMERCIAL ENERGY OF MONTANA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In 2009, the City contracted with Commercial Energy for the supply of natural gas to City facilities with 2014 being the last optional renewal year. In October of 2014, staff solicited proposals for the supply of natural gas and Commercial Energy was the only respondent. Commercial Energy offers Fixed, Collared and Market pricing options. Staff recommends continuing with the Collared Pricing method to allow the City to take advantage of low market rates while protecting against the winter spikes. The volatile nature of the market makes it difficult to project the exact cost of the contract, however if the consumption rates remain the same the annual cost for the high end of the contract is estimated at approximately \$300,000.00. The natural gas usage is included in departmental utility budgets. Council Communication No. 6611 – File 0203-04
CONTACT: Rodney Funke 774-5561 rfunke@roseville.ca.us

Final Maps:

6.10 Westpark Phase 4 Village W-17E & 18F Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-42 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon for dedication, but reject at this time the offer of Lot A, and approve the abandonment of the right of way and the sanitary sewer easement listed thereon. The Engineering Division has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This final map will be creating 52 residential lots and one lettered lot. There is no fiscal impact.

Council Communication No. 6629 – File 0400-04-09-1 & 0400-07
CONTACT: Kerry Andrews 774-5339 kandrews@roseville.ca.us

Resolutions:

6.11 Eskaton Village Phase 4B – Certificate of Completion

Memo from Construction Inspector Orville Chatterton and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-43 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS ESKATON VILLAGE PHASE 4B PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made a final inspection of the above project and has found that the roadway infrastructure work has been completed in accordance with the improvement plans and City Specifications. The actions requested as part of this item have no impact to the City' General Fund. Construction costs for this project were paid by the developer.

Council Communication No. 6630 – File 0400-04-07-1

CONTACT: Orville Chatterton 774-5347 ochatterton@roseville.ca.us

6.12 2014 Bike Trail Slurry Seal Project – Notice of Completion

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-45 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2014 BIKE TRAIL SLURRY SEAL PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The scope of this project included a bike trail resurfacing application of slurry seal to the Antelope Creek, Secret Ravine, False Ravine, and Miners Ravine bike trails. The slurry seal application provides a waterproof membrane to protect the existing bike trail surface and extend the life of the underlying pavement. The project was awarded at the July 16, 2014 Council meeting for \$186,600.00 and the final construction cost was \$173,360.75. The project cost is less than the project award by 7.1%. The decrease in the total cost was due to needing 40.7 tons less aggregate and 5.1 tons less asphaltic emulsion than originally anticipated.

Council Communication No. 6632 – File 0721-05

CONTACT: Nick Graves 746-1300 ngraves@roseville.ca.us

6.13 Secret Ravine Fish Passage Improvement Project – Notice of Completion

Memo from Senior Engineer Delyn Ellison-Lloyd and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-44 ACCEPTING THE PUBLIC WORK KNOWN AS THE SECRET RAVINE FISH PASSAGE IMPROVEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The scope of this project improved passage for anadromous fish restored natural habitat and improved bank stabilization within Secret Ravine by removing a dilapidated bridge, abutments, concrete apron, and abandoned utility pipe. The project included grading portions of the stream banks to improve flood plain function and installation of large woody debris structures to provide habitat and induce local scour. Council action to approve the completion of this project

will not have impact to the City's General Fund. No funds from the City's General Fund are required. This project was funded through a grant made available from the Department of Water Resources' Proposition 84 Integrated Regional Water Management Implementation program in the amount of \$270,766.21.

Council Communication No. 6631 – File 0309-03

CONTACT: Delyn Ellison-Lloyd 774-1748 delison-lloyd@roseville.ca.us

6.14 Blue Oaks Widening Project – Notice of Completion

Memo from Associate Engineer Luzedevina "Nina" Buelna and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-28 ACCEPTING THE PUBLIC WORK KNOWN AS THE BLUE OAKS BOULEVARD WIDENING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Council awarded the project at the October 16, 2013 Council meeting to the lowest bidder, Knife River Construction. Construction was completed on December 31, 2014. The Blue Oaks Project was widened from four lanes to six lanes from Crocker Ranch Road to the Industrial Boulevard Overcrossing in accordance with the City's Capital Improvement Program. The widening also included the construction of bike lanes, traffic signal modifications, upgraded bus stops, ADA curb ramps, resurfacing, and raised concrete medians. The project was awarded for \$3,170,650.25. The final construction cost was \$3,172,838.05. The project cost is greater than the project award cost by 1% which fits within the project's 10% contingency and was due to increase in quantities. This project was funded with \$1 million in Proposition 1B State-Local Partnership Program funds and the remainder with Traffic Mitigation Funds. No General Funds were used on this project.

Council Communication No. 6610 – File 0900-04-02

CONTACT: Luz "Nina" Buelna 746-1300 nbuelna@roseville.ca.us

6.15 Monument Inventory for the 2014/15 Resurfacing Project – Professional Services Agreement Amendment

Memo from Associate Engineer Luzedevina "Nina" Buelna and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-49 APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS AND COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The scope of this project includes surveying services to identify and inventory roadway monument locations within the limits of this summer's resurfacing work. The State of California requires the City to identify, inventory, and place roadway monuments in protective wells. In January of 2014, staff issued a Request for Proposals (RFP) to inventory the survey monuments within the 2014 Resurfacing Project area. This initial step of the inventory was for a visual inspection of recorded monuments. This allowed staff to establish a list of what was existing and what was missing. Only after this data was collected could staff determine the scope of the second phase which included the more difficult task of locating monuments not visible on the street surface. After a review of the proposals, MTCO was selected for the project. The original professional services agreement with MTCO was limited to the 2014 Residential Resurfacing Project. The amendment expanded MTCO's scope of work to include the streets within the 2015 Residential Resurfacing Project. Now that MTCO has completed the first step,

the visual inspection, a scope and fee could be developed for the more in depth monument investigation of phase two. Because MTCO has the historic knowledge of this work and in order to meet this summer's resurfacing schedule, staff is requesting this second amendment to the PSA with MTCO. The scope of this second amendment includes locating the monuments for both resurfacing projects that were not seen visually but shown on record maps. Staff anticipates work to commence March of 2015, with completion occurring in the summer of 2015. This project is fully funded with Transportation Development Act Funds. No General Funds will be used for this project.

Council Communication No. 6612 – File 0900-04-01

CONTACT: Luzedevina "Nina" Buelna 746-1300 nbuelna@roseville.ca.us

6.16 United States Bureau of Reclamation Interim Water Supply Contract – **Removed from Consent Calendar to be discussed separately**

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-39 APPROVING AN INTERIM RENEWAL CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Folsom Lake has been the primary water supply to the City of Roseville since 1970. This water supply contract had an expiration date of December 31, 2010. Staff has been negotiating a long-term contract with the United States Bureau of Reclamation (Reclamation) since signing a binding agreement in September 1997, which committed the City to renew its existing contract before the 2010 expiration date once a Programmatic Environmental Impact Report Statement (PEIS) was performed by Reclamation. Because the PEIS has still not been completed by Reclamation, the Central Valley Project Improvement Act provides for interim contracts to be executed until PEIS completion allows negotiation of a long-term contract. This renewal will be the third interim contract executed between Reclamation and the City since 2011. The PEIS necessary for execution of a long-term contract will not be completed by the February 2015 expiration date. As such it is necessary to execute this third interim contract to extend the current water supply contract to February 28, 2017. The interim renewal contract is for raw water supply from Folsom Lake to be treated at the City's Barton Road treatment facility. There are no additional costs associated with this action.

Council Communication No. 6613 – File 0800-02

CONTACT: Jim Mulligan 774-5668 jmulligan@roseville.ca.us

6.17 Letter of Agreement with the United States Bureau of Reclamation

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-26 APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND UNITED STATES BUREAU OF RECLAMATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City maintains a diversified water supply portfolio to ensure reliability for the community. The foundation of the portfolio is a contract with Reclamation for Central Valley Project water supply from Folsom Lake. One of the contract provisions requires that amendments to the City's service area due to growth be processed through and approved by Reclamation. Upon notification of such a change by the City, Reclamation produces a Letter of Agreement (LOA) for the City to authorize, thus allowing the federal processing

costs of the service area expansion request to be paid for by the City. This LOA will allow the transfer of \$10,000.00 between the City and Reclamation to enable their development and review of technical data, water and financial accounting, development and review of all environmental documentation, and meetings and consultations. Funds for the service area expansion effort were placed in the current budget to cover this effort.

Council Communication No. 6614 – File 0800-02

CONTACT: Jim Mulligan 774-5668 jmulligan@roseville.ca.us

6.18 Shadowbrook Lift Station and Force Main – Agreement

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-29 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HATCH MOTT MACDONALD, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and authorize the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that increase the contract's not-to-exceed amount by no more than \$46,700.00. In July, 2005, the Environmental Utilities Department began a comprehensive assessment of the wastewater collection system. The goal of the program was to inspect all wastewater collection system pipe line and lift stations to observe its physical condition, note apparent defects, and develop recommendations for improvements. During the multi-year assessment process, each of the 17 lift stations were tested and evaluated. All lift stations have received some form of improvements. Unfortunately, the Shadowbrook Lift Station requires additional attention. The most significant issues that cannot be addressed without major improvements are the inadequate emergency storage capacity, its location within the City's flood plain, and the potential deterioration of the force main pipe exiting the lift station. A solicitation for proposals for engineering services was made to conduct a condition assessment and design considerations for the rehabilitation of the lift station. Four proposals were received for the project and Hatch Mott MacDonald, LLC submitted the best value relative to the services provided and ranked highest. After further evaluation of the proposed work, a final scope of work was negotiated and included in the professional services agreement. The scope includes preparation of appropriate CEQA environmental review documentation and development of required state and federal permit applications. Funding for this project would be provided by the Wastewater Rehabilitation Fund.

Council Communication No. 6615 – File 0900-02

CONTACT: Jose Lopez 774-5688 jlopez@roseville.ca.us

6.19 ArcFM Configuration Knowledge Transfer & ArcFM Custom End User Training – Professional Services Agreement

Memo from GIS Analyst Jon Heisler and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-30 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SSP INNOVATIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Environmental Utilities manages four separate infrastructure systems within the current Geographic Information Systems (GIS) layers: Water, Storm Water, Wastewater, and Recycled Water. The data for all four of these systems will be managed in the City's Enterprise GIS system by Environmental Utilities. ArcFM, a product developed by Telvent

USA Corporation, extends the functionality of the City's existing GIS software. The ArcFM Software which was previously purchased by the Electric Department, provides tools to automate work flows, data integrity tools, and tools for quality assurance and quality control. These tools will provide the benefits of more efficient work flows and higher quality data. The goal in developing and converting existing GIS data layers to ArcFM should result in an overall cost savings to the City with less staff time required to maintain higher quality data. To facilitate ArcFM Configuration Knowledge Transfer & ArcFM Custom End User Training, staff wishes to enter into an agreement with SSP Innovations. SSP Innovations was selected through the competitive bid process due to the fact that they have a deep familiarity with the ArcFM software and the necessary procedures required for the configuration of the product. Their unique experience and expertise with ArcFM will more likely result in the project being completed on time and within budget. The total contract amount is \$39,897.50. The Configuration Knowledge Transfer portion will cost \$21,977.50 with the Custom End User Training accounting for the remaining \$17,920.00. Funding is provided by the Water, Wastewater, and Storm Water (Public Works Streets) Departments.

Council Communication No. 6616 – File 0800-02

CONTACT: Jon Heisler 746-1741 jheisler@roseville.ca.us

6.20 Interconnections Agreement Revision

Memo from Assistant Electric Utility Director Michael Bloom and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-31 APPROVING A CONTRACT REVISION BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTERN AREA POWER ADMINISTRATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In 2004, Roseville and the Western Area Power Administration (Western) executed the Contract for Interconnections with the City of Roseville. This agreement provides for interconnection between the City's electric system and the Western transmission system at two electric receiving stations. Western recently updated the system operating diagram to reflect the current equipment configuration at the receiving stations. There is no fiscal impact.

Council Communication No. 6617 – File 0800-03

CONTACT: Michael Bloom 774-5626 mbloom@roseville.ca.us

6.21 International Swaps and Derivatives Association Master Agreement and Gas & Power Annexes with Noble Americas Gas & Power Corporation

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-32 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NOBLE AMERICAS GAS & POWER CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Council approved updated Electric Utility Risk Management Policies in September 2012. As part of those policies, Roseville Electric is required to limit the cost exposure of providing electricity over a three-year period by purchasing specific amounts of fixed price energy as either electricity or natural gas. The practice of fixing the price of a commodity to be delivered in the future is called hedging. Roseville Electric has historically used financial swaps to hedge natural gas and electricity market price risk. International Swaps and Derivatives Association (ISDA) master agreements provide an industry standard

contractual framework for executing financial transactions for electricity and natural gas, and provide significant credit and other protections to the City. The Noble ISDA includes a Gas Annex and Power Annex, facilitating physical gas and physical electricity contracts, and consolidates credit support for those transactions under the terms of the ISDA. Currently, Roseville Electric has ISDA agreements in place with a number of counterparties. Noble is a new counterparty and is expected to offer competitive prices in physical and financial gas and electricity. There is no fiscal impact associated with the execution of the ISDA with Gas & Power Annexes as it is only an enabling agreement. There are no transactions currently pending under the proposed ISDA with Gas & Power Annexes. As transactions are executed, the ISDA may require the City to post collateral when the electric or gas market price changes relative to the price of a given transaction. The amount of collateral required is dependent upon the size of the transaction, the initial price, the change in price, and the credit limit. The City Council approved Electric Utility Risk Management Policies include authorities necessary to execute and maintain any transactions. The transactions facilitated by this agreement will conform to those policies.

Council Communication No. 6618 – File 0800-03

CONTACT: Petra Wallace 774-5510 pwallace@roseville.ca.us

6.22 Woodcreek Little League Concession Agreement

Memo from Recreation Superintendent Alexa Pritchard and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-36 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WOODCREEK LITTLE LEAGUE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In April of 1998, the City entered into a Joint Use Agreement (JUA) with Woodcreek Little League for the Mahany Regional Park Youth Baseball Complex located at 1575 Pleasant Grove Boulevard. Woodcreek Little League has been operating the concession stand at the Youth Baseball Complex for several years and has always paid the appropriate percentage of revenue generated by their concession operations. The City of Roseville and Woodcreek Little League feel with the growth of the program and changing of representatives it is time to formalize an agreement for the concessions operations outside of the JUA. During the term of this agreement, Woodcreek Little League will pay the City 15% of the net profits annually.

Council Communication No. 6627 – File 0704-01

CONTACT: Alexa Pritchard 774-5949 apritchard@roseville.ca.us

6.23 Community Satisfaction and Priorities Survey Agreement

Memo from Public Affairs and Communications Director Megan MacPherson recommending Council adopt RESOLUTION NO. 15-38 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GODBE CORPORATION DBA GODBE RESEARCH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City Council has prioritized civic engagement as one of its main goals for the past two years. Community surveys and focus groups have been conducted on behalf of various departments, but it has been 10 years since the City conducted a more broadly focused community satisfaction and priorities survey to assess residents' and businesses' interaction with City services and where their priorities lie. This information will be helpful in budget planning as staff makes recommendations to achieve other Council goals, including fiscal soundness and

economic development, as well as to implement civic engagement strategies outlined in the Public Affairs and Communications Strategic Plan and the Virtual City Hall Strategic Plan. The contract amount of \$30,220.00 will be paid from the City Manager's FY2014/15 budget.

Council Communication No. 6626 – File 0108

CONTACT: Megan MacPherson 774-5455 mmacpherson@roseville.ca.us

6.24 Conflict of Interest Disclosure Amendments

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 15-33 READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 14-46. The Fair Political Practices Commission requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Annual filing of Statement of Economic Interests Form 700 enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in a government decision that has a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of Form 700 as designated by the City Attorney. Council adopted the last update in February 2014. There is no fiscal impact.

Council Communication No. 6620 – File 0503

CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us

6.25 Roseville Transit Grant Fund Allocation for Transit Fleet Replacements Grant Amendment

Memo from Alternative Transportation Manager Michael Wixon and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-40 AUTHORIZING CITY MANAGER TO SUBMIT A GRANT AMENDMENT FOR TRANSIT FLEET REPLACEMENTS AND TO EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS. In 2003, the City Council authorized use of FTA Section 5307 grant funds in the amount of \$2,588,703.00 for bus purchases and other projects. A majority of the projects defined within the grant are now completed; however, \$664,091.00 remains available to the City of Roseville for eligible transit expenses. In order to make the best use of the grant funds available to the City, staff recommends proceeding with submittal of a grant amendment to direct the remaining \$664,091.00 in grant CA 90-Y593 to the purchase of the four (4) local service buses scheduled for replacement. This would fund approximately 30% of the total cost of the purchase, reducing the amount of local transportation funds required for the purchase. There is no fiscal impact since this request is to exchange the use of approved grant funds from one transit project to another. Ultimately, the use of these funds would reduce the use of local funds for the purchase of the replacement buses, if approved.

Council Communication No. 6623 – File 0214

CONTACT: Michael Wixon 774-5293 mwixon@roseville.ca.us

6.26 Department of Water Resources Flood Emergency Response Projects – Grant Application Authorization

Memo from Senior Engineer Carl Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-34 APPROVING THE APPLICATION FOR STATE GRANT FUNDS TO THE DEPARTMENT OF WATER RESOURCES FOR FLOOD EMERGENCY RESPONSE PROJECTS. In December 2014, the Department of Water Resources (DWR) began soliciting grant proposals from eligible cities, counties, and flood protection agencies for funding under the Flood Emergency Response Projects grant program. The purpose of this grant program is to provide funding for local agencies to improve flood emergency preparedness and response. Through the grant application, the City will be working collaboratively with the Placer County Flood Control and Water Conservation District (District) to seek funding to update the communications system for the Flood Alert System precipitation and stream gauges within South Placer County, including Roseville. The current communications system for the City's and the district's flood alert system was developed by the National Weather Service in the 1970's. During high intensity storm events, such as extremely heavy rainfall, the current alert system communication protocol can overload the receiving base station with data, causing errors with the data collected from remote sensors during an event when the City needs the most accurate information available. The City of Roseville will be the lead agency for the purposes of filing the grant application and administering the project. Staff's preliminary estimate for the grant request is \$250,000.00. If awarded, use of the grant funds does not require City matching funds. No fiscal impact to the City is anticipated for this project.

Council Communication No. 6622 – File 0214 & 0800-04

CONTACT: Carl Walker 746-1300 cwalker@roseville.ca.us

6.27 3170 Old Auburn Road (Old Auburn Ranch) – Purchase and Sale Agreement Amendment

Memo from Deputy City Manager Mike Isom recommending Council adopt RESOLUTION NO. 15-47 APPROVING AN AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TL CREEKSIDE, L.P., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. On October 15, 2014, the City Council approved a purchase and sale (P&S) agreement authorizing the sale of the Old Auburn Ranch property to TL Creekside, L.P. ("Buyer") for \$1.8 million. On December 3, 2014, the Council subsequently approved the 1st amendment to the P&S agreement reducing the sale price by \$48,900.00 to account for costs associated with removal of undocumented fill on the property. This proposed second amendment to the P&S agreement seeks to alter the total land area initially conveyed to the buyer. Rather than convey all 19.2 acres, Buyer has requested that the City only convey the 6.8 developable acres. Buyer has agreed to fund preparation of the metes and bounds legal description necessary to record the grant deed. City staff has no objection to this approach, as it will expedite closing and reduce unnecessary surveying and engineering costs associated with conveyance and re-conveyance of the City property not proposed for development. The purchase price of \$1,751,100.00 established with the 1st amendment remains unchanged. All sale proceeds will be returned to the Traffic Mitigation Fund for immediate use.

Council Communication No. 6634 – File 1003

CONTACT: Mike Isom 774-5527 misom@roseville.ca.us

6.28 Adoption of Flood Warning & Response Plan Annex to the City of Roseville Emergency Operations Plan

Memo from Floodplain Manager Carl Walker, Public Works Director Rhon Herndon, Fire Division Chief Jason Rizzi, and Interim Fire Chief Brian Kelly recommending Council adopt RESOLUTION NO. 15-46 ADOPTING THE FLOOD WARNING AND RESPONSE PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Flood Warning and Responsive Plan establishes guidelines for evaluating and presenting the various flood threats to the City's emergency services staff and residents who are at risk of flooding. The Flood Warning and Response Plan is used in conjunction with the City's Emergency Operations Plan (EOP), and provides the City's total response to a flooding event from creek flooding, levee (and floodwall) failure, or the failure of the containment dikes located along the west side of Folsom Lake. Preparation and implementation of the City's Flood Warning and Response Plan meets one of several prerequisites the City needs to maintain its rating as the nation's first Class 1 community under the FEMA Community Rating System. New requirements within the Community Rating System Program require Council adoption of the Flood Warning and Response Plan. For the Flood Warning and Response Plan to be an effective document, it will need to be periodically reviewed and updated to reflect the latest flood mapping information and procedures for responding to flood threats. Therefore, staff recommends the City Council designate the City's Director of Emergency Services with the responsibility of approving changes to the Flood Warning and Response Plan. The EOP designates the City Manager as the City's Director of Emergency Services. City staff time for development of the Flood Warning and Response Plan is included within the current fiscal year budget. No additional funds are required.

Council Communication No. 6633 – File 0307-01

CONTACT: Carl Walker 746-1300 cwalker@roseville.ca.us

Jason Rizzi 774-5800 jrizzi@roseville.ca.us

6.29 Placer Valley Tourism Annual Budget and Strategic Marketing Plan

Memo from Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-37 APPROVING THE 2015 PLACER VALLEY TOURISM STRATEGIC MARKETING PLAN AND BUDGET. The Placer Valley Sports Complex and Tourism Marketing District was created for the purpose of creating a revenue source that provides for sales promotion and marketing programs to market Placer Valley as a tournament sports, tourist, meeting and event destination, paying the debt service on bonds issued to develop and construct a long field sports complex, operation of the sports complex, and for additional capital improvements. Revenue is generated by an assessment on hotel room nights (\$4.25 per night) for all hotels in the cities of Lincoln, Rocklin, and Roseville. This assessment was approved by hotel owners as part of the 2014 District creation. Expenditure of funds is directed by the Placer Valley Tourism (PVT) board which is comprised of representatives from 13 hotels, the Roseville Chamber of Commerce, and the cities of Roseville, Rocklin, and Lincoln. The Marketing Management Agreement requires that PVT submit an annual budget and work plan to the City. There is no fiscal impact to the City's General Fund associated with these recommendations. Neither the Placer Valley Sports Complex and Tourism Marketing District nor Placer Valley Tourism receives any City funding.

Council Communication No. 6608 – File 0110-01

CONTACT: Dominick Casey 774-5131 dcasey@roseville.ca.us

Ordinances: (for introduction and adoption – appropriation/urgency measures)

6.30 City Attorney Employment Contract

Memo from Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 15-35 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROBERT R. SCHMITT, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5465 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5455, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "I" TO BE EFFECTIVE FEBRUARY 21, 2015, AS AN URGENCY MEASURE. After an extensive statewide recruitment, Robert Schmitt was selected by the City Council to serve as the new City Attorney effective February 21, 2015. The City Attorney's base salary will be \$236,000.13 annually plus benefits. The City Attorney's 2014/2015 departmental operating budget has sufficient monies to fund this position.

Council Communication No. 6621 – File 0600-01

CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

6.31 Fiscal Impact Analysis Services for the Amoruso Ranch Specific Plan – Agreement and Budget Adjustment

Memo from Senior Planner Tricia Stewart and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5464 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 15-48 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC & PLANNING SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. As part of the processing of a specific plan, a fiscal impact analysis is required to ensure that the proposed project is fiscally sound and will have either a positive or neutral impact to the City's General Fund. A preliminary fiscal analysis for Amoruso Ranch Specific Plan was prepared by EPS in November 2010 as part of the project's feasibility analysis, which was based on the land use plan proposed at that time. The results of the analysis indicated that there were no fatal flaws to processing the project. As land use plans are modified and more information is known regarding the project, it is necessary to rerun the fiscal analysis. At this time, staff recommends that the fiscal analysis be updated based on the currently proposed land use plan which proposes the development of 694 acres on the northwest edge of the City and includes 2,906 residential units of varying densities, commercial and office uses, parks and open space, an elementary school and supporting public and quasi-public uses. The revised analysis will determine the project's fiscal impact (costs and revenues) on both the City's and County's General Funds based on the current land use plan and assuming that the project were to be annexed into the City. This analysis will help ensure that the project remain fiscally neutral or positive consistent with the General Plan Growth Management Principles. The cost of this contract is \$30,000.00. There would be no fiscal impact to the City as a result of this action. All specific plans

are full cost recovery projects which require that the applicant fully funds the project including consultant services.

Council Communication No. 6636 – File 0201-01 & 0400-04-15

CONTACT: Tricia Stewart 774-5258 tstewart@roseville.ca.us

6.32 City Clerk Department Staffing Changes

Memo from Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5463 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014/2015 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and, approve the City Clerk allocation schedule effective February 7, 2015. The City Clerk's Department 1500 hour temporary Office Assistant retired on December 31, 2014. As a result of this retirement the current staffing structure was evaluated, and it was determined that filling the position with a regular full-time Deputy Clerk I/II would better serve the needs of the department. The proposed change will provide an additional 580 hours of department staffing coverage. The financial impact for the remainder of FY2014/15 is \$5493.00. The annual impact of this change will be \$44,385.00, and will be paid for with funds currently generated by passport processing and notary services.

Council Communication No. 6635 – File 0600-01

CONTACT: Linda Hampton 774-5215 [lhampton@roseville.ca.us](mailto:hampton@roseville.ca.us)

Ordinances: (for second reading and adoption)

6.33 Municipal Code Personnel Rules and Regulations Revisions

ORDINANCE NO. 5462 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 3.01.050 OF CHAPTER 3.01 OF TITLE 3, SECTION 3.06.140 OF CHAPTER 3.06 OF TITLE 3, SECTION 3.12.070 OF CHAPTER 3.12 OF TITLE 3, CHAPTER 3.12 OF TITLE 3 AND CHAPTER 3.17 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES AND REGULATIONS, for second reading and adoption.

Council Communication No. 6628 – File 0600-03

CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

Reports/Requests/Staff:

6.34 Out of State Travel – Police Department

Memo from Administrative Analyst Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve out-of-state travel for a police investigator to attend a training conference on sexual assault, domestic violence, and other related issues. The conference is being held in New Orleans from April 7 to April 9, 2015. Representatives from the County's Sexual Assault Response Team are travelling to an international "End Violence Against Women International" conference. Roseville Police Detective Derrick Phelps investigates sexual assaults and child abuse for the department and has been invited to accompany other sexual assault and domestic violence experts from allied agencies in Placer County to the conference. Travel expenses for the entire group, estimated at \$1,558.00 per person, are provided by a grant from the State Indian Gaming Special Distribution Fund.

Council Communication No. 6624 – File 0600-02

CONTACT: Dee Dee Gunther 774-5015 ddgunther@roseville.ca.us

6.35 Out of State Travel – Electric Department

Memo from Assistant Electric Utility Director Michael Bloom and Electric Utility Director Michelle Bertolino recommending Council approve out-of-state travel for Senior Energy Services Account Representative Mark Riffey to attend the American Public Power Association (APPA) Spring Education Institute and Energy Efficiency Management Certificate Program in Colorado Springs, CO during the week of May 3-8, 2015. The Electric Department requests approval for one staff member to travel out of state to attend the American Public Power Association's Energy Efficiency Management Certificate Program. The training sessions are a valuable way to learn utility energy efficiency best practices. The program provides a firm grounding in all aspects of energy efficiency program development, implementation, budgeting, marketing, and management. Upon completing the program, participants will have a full understanding of the elements (industry, marketplace and customers) that contribute to a successful energy efficiency program. The estimated cost for travel and conference attendance is \$3,917.00. Funds are available in the Electric Department budget for FY2015 to cover the cost of the trip.

Council Communication No. 6625 – File 0600-02

CONTACT: Michael Bloom 774-5626 mbloom@roseville.ca.us

Motion by Herman, seconded by Roccucci, to remove items 6.16 from the Consent Calendar to be discussed separately and approve the remaining items as recommended.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

REMOVED FROM CONSENT CALENDAR**6.16 United States Bureau of Reclamation Interim Water Supply Contract**

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-39 APPROVING AN INTERIM RENEWAL CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Folsom Lake has been the primary water supply to the City of Roseville since 1970. This water supply contract had an expiration date of December 31, 2010. Staff has been negotiating a long-term contract with the United States Bureau of Reclamation (Reclamation) since signing a binding agreement in September 1997, which committed the City to renew its existing contract before the 2010 expiration date once a Programmatic Environmental Impact Report Statement (PEIS) was performed by Reclamation. Because the PEIS has still not been completed by Reclamation, the Central Valley Project Improvement Act provides for interim contracts to be executed until PEIS completion allows negotiation of a long-term contract. This renewal will be the third interim contract executed between Reclamation and the City since 2011. The PEIS necessary for execution of a long-term contract will not be completed by the February 2015 expiration date. As such it is necessary to execute this third interim contract to extend the current water supply contract to February 28, 2017. The interim renewal contract is for raw water supply from Folsom Lake to be treated at the City's Barton Road treatment facility. There are no additional costs associated with this action.

Council Communication No. 6613 – File 0800-02

CONTACT: Jim Mulligan 774-5668 jmulligan@roseville.ca.us

Councilmember Roccucci removed item for presentation.

Environmental Utilities Director Richard Plecker made the presentation to Council.

No public comment received.

Motion by Roccucci, seconded by Gore, to adopt RESOLUTION NO. 15-39 APPROVING AN INTERIM RENEWAL CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

7. COUNCIL/STAFF/REPORTS/COMMENTS

Roseville Police Activity League Presentation

Police Lieutenant Marc Glynn made the presentation to Council.

Police Lieutenant Merv Screeton continued the presentation to Council.

Vivianna Nevarez, Roseville Police Activity Leaguen (RPAL) Coordinator, spoke in support of programs and outreach.

Bridgette Dean, Roseville Police Therapist and Assistant Principal at Adelante High School spoke in support of RPAL.

Police Officer Mykel Barbour, former member of RPAL, spoke in support of RPAL.

Police Officer Donald Mason, former member of RPAL, spoke in support of RPAL.

Shelby, RPAL member, spoke in support of RPAL.

Item for information only. No action taken.

Budget Presentation

City Treasurer/Financial Executive Jay Panzica made the presentation to Council.

Finance Director Monty Hanks continued the presentation to Council.

Item for information only. No action taken.

California Municipal Utilities Day – Councilmember Roccucci and Mayor Garcia reported.

City/County Border Committee Meeting – Councilmember Roccucci reported.

South Placer Wastewater Authority Meeting – Councilmember Gore reported.

Placer County Transportation Planning Agency Meeting – Councilmember Gore reported.

Sacramento Area Council of Government Meeting – Vice Mayor Rohan announced upcoming meeting on February 25, 2015.

Greater Sacramento Press Launch – Mayor Garcia reported on attendance with City Manager Ray Kerridge.

Appointment of Bob Schmitt as New City Attorney – Mayor Garcia announced.

8. ADJOURNMENT

Motion by Herman, seconded by Gore, to adjourn the meeting to the City Council Closed Session on Wednesday, February 18, 2015 at 4:30 p.m. in the Hutchison Conference Room.

Vote: All Ayes

Meeting adjourned at 7:59 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES
FEBRUARY 18, 2015

CITY COUNCIL CLOSED SESSION
4:30 p.m. and 6:30 p.m.

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The City Council Closed Session was called to order by Mayor Carol Garcia on Wednesday, February 18, 2015 at 4:30 p.m. in the Hutchison Conference Room.

2. SILENT ROLL CALL

Councilmember:	Bonnie Gore	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Tim Herman	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

3. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

4. CLOSED SESSION

4.1 Public Employee Annual Performance Evaluation

Pursuant to Government Code 54957(b): Performance evaluation for the position of City Manager.

CONTACT: Vicki Philpott 774-5353 vphilpott@roseville.ca.us

Closed Session Disclosure: City Attorney Brita Bayless announced no reportable action was taken.

Councilmembers moved from the Hutchison Conference Room to the City Council Chambers staff room.

Mayor Garcia called for a short recess.

4.2 Conference with Labor Negotiators

Conference with labor negotiators, California Government Code section 54957.6

Agency designated representatives: Gayle Satchwell and Tim Davis

Employee Organization: Roseville Firefighters Association

CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

Mayor Garcia reconvened the Closed Session at 6:30 p.m.

No public comment received.

Closed Session Disclosure: City Attorney Brita Bayless announced that direction was given to negotiators. No further reportable action.

5. CALL TO ORDER

The regular City Council meeting was called to order by Mayor Carol Garcia on Wednesday, February 18, 2015 at 7:00 p.m.

6. ROLL CALL

Councilmember:	Bonnie Gore	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Tim Herman	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

7. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Woodcreek High School student Patrick Kelton.

8. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

City Clerk Sonia Orozco announced the procedures for addressing Council.

City Clerk Sonia Orozco announced:

If audience members are present for the Downtown Bridges and Trail Project Update that was advertised for tonight's City Council meeting, please note that the item has been re-scheduled for the regular City Council meeting of Wednesday, March 18, 2015 at 7:00 p.m. In addition, item 11.24 on the Consent Calendar entitled the 2014 Sylvia Besana Community Volunteer Award will be presented to Ed and Marian Tiedeman following the presentation to the City Attorney.

9. PRESENTATIONS

- 9.1 Resolution of Commendation and Congratulations to Brita Bayless
Presentation to City Attorney Brita Bayless, for 13 years of outstanding service and dedication to the City of Roseville.
File 0102-10
CONTACT: Pam Sisk 774-5377 psisk@roseville.ca.us

Mayor Garcia made the presentation to Brita Bayless, who responded.

REMOVED FROM CONSENT CALENDAR

- 11.24 2014 Sylvia Besana Community Volunteer Award
Awarded to Ed and Marian Tiedeman, and urging all citizens to volunteer and "light the way" as Sylvia Besana exemplified.
File 0102-10
CONTACT: Justin Orton 774-5206 jorton@roseville.ca.us

Mayor Garcia presented the award to Marian Tiedeman who responded.

10. PUBLIC COMMENTS**NOTICE TO THE PUBLIC**

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

Kirk Uhler, Placer County Board of Supervisors, spoke in support of City and Placer County working together to bring higher education to the region.

Jordan, Bunnell, Roseville High School student, spoke in support of the City of Roseville building a state of the art skateboard park which allows riders an alternative exercise.

11. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker.

BEGINNING OF CONSENT CALENDAR**Approval of the Consent Calendar**

Item 11.24 was removed for a presentation and item 11.15 was dropped from the agenda. All other items approved as recommended.

Minutes:**11.1 Minutes of Prior Meetings**

October 15, 2014 City Council Meeting, October 20, 2014 City Council Closed Session, November 10, 2014 City Council Closed Session, November 19, 2014 City Council Legislative Platform Workshop/City Council Meeting, December 9, 2014 City Council Swearing In Ceremony.

File 0102-03

CONTACT: Sonia Orozco 774-5263 sorozco@roseville.ca.us

Bids/Purchases/Services:**11.2 Industrial Avenue Bridge Replacement Project – Approval of Plans and Specifications and Call for Bids**

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Industrial Avenue Bridge Replacement Project and authorize staff to call for bids. The Industrial Avenue Bridge Replacement Project will replace the existing bridge over Pleasant Grove Creek in the City of Roseville. The project is located on Industrial Avenue approximately 950 feet south of the Justice Center Drive. The existing bridge is 28 feet wide with two travel lanes and no shoulders. Based on its age, physical condition, inadequate width to handle today's traffic volume, and its limited hydraulic capacity, the bridge was qualified for federal funds under the Highway Bridge Program (HBP). The new bridge will be 56 feet wide and includes two travel lanes with shoulders for bike lanes, a center divider lane, and a sidewalk on the east side. The new bridge and roadway profile will be elevated to provide the Caltrans required clearance over Pleasant Grove Creek. Staff anticipates construction to begin in late May of this year with completion by the end of December 2016. Construction plans and specifications are available at the City Clerk's office for review. The estimated cost of this project is \$4 million dollars. It is funded by HBP funds for up to 88.53% of the total costs. The matching funds will be funded by \$500,000.00 in Prop 1B funds. No General Funds will be used on this project.

Council Communication No. 6637 – File 0900-04

CONTACT: Hossein Naghibzadeh 746-1300 hnaghibzadeh@roseville.ca.us

11.3 Fire Station Site Grading and Class I Trail Project – Approve Plans and Specifications, Authorize Staff to Call for Bids, and Authorize Submittal of Claim for Transportation Development Act Bicycle & Pedestrian Funds

Memo from Alternative Transportation Analyst Michael Dour, Associate Engineer Hossein Naghibzadeh, and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-63 APPROVING AND AUTHORIZING EXECUTION OF THE 2011-2015 LOCAL TRANSPORTATION FUND AND STATE TRANSIT ASSISTANCE CLAIMS TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY, and approve the plans and specifications for the Fire Station Site Grading and Class I Trail Project (aka Harding to Royer Segment 4 Trail) and authorize staff to call for bids. The Fire Station Site Grading and Class I Trail Project plans are complete and ready for bid. The plans include site preparation for re-location of Fire Station No. 1 and 500 lineal feet of Class I trail that includes an undercrossing of Lincoln Street, retaining walls and creek bank protection. The construction plans and

specifications are available at the City Clerk's Office for review. Staff will bid the project in March 2015 with construction planned to begin in May/June 2015 and be completed by December 2015. The engineer's estimate for this project is \$1,356,000.00. Additional costs for inspections, materials testing, and construction management are estimated at \$250,000.00. This project is funded with \$700,000.00 in Transportation Development Act (TDA) funds and the remainder from the Fire Facilities Fund. The Placer County Transportation Planning Agency (PCTPA) allocates TDA Bicycle and Pedestrian funds to local jurisdictions in Placer County. For the 2011-2015 funding cycle, the allocation available to the City of Roseville is \$433,466.00. The City must submit a formal claim in order to utilize the funds. Staff recommends that the City claim the \$433,466.00 in funds for the Harding to Royer Segment 4 that is part of the Fire Station Site Grading and Class I trail project. The total cost of the project's bikeway improvements, including project design, construction, and construction management, is expected to be \$700,000.00. The claim of \$433,466.00 will complete project funding. The balance of funding of \$266,524.00 will come from prior TDA bicycle and pedestrian claims and the Local Transportation Fund.

Council Communication No. 6656 – File 0900-05 & 0721-05

CONTACT: Mike Dour 746-1304 mdour@roseville.ca.us

Hossein Naghibzadeh 746-1300 hnaghibzadeh@roseville.ca.us

11.4 Purchase and Installation of Prefabricated Restroom Building (RFQ 01-3035) – Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-50 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PUBLIC RESTROOM COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1503216). Purchasing staff issued a formal bid for the purchase and installation of a prefabricated turn-key restroom building at Diamond Oaks Golf Course, and Public Restroom Company was the only respondent. The facility was closed in 2012 because the restroom no longer met ADA requirements. The prefabricated restroom will be purchased after Council approval; however, staff will return in March to seek approval of the plans and specifications for the site preparation and utility work for the restroom and to seek authorization to call for bids. The total prefabricated restroom replacement is \$55,953.00. During the course of a construction project, it is common to encounter unanticipated or changed conditions which necessitate additions or other changes to the project and the contract. Staff is requesting authorization to approve change order requests in an amount not to exceed 15% of the contract price due to the complexity of this project. Funding is included in the Diamond Oaks Golf Course Renovation CIP FY2014/15.

Council Communication No. 6638 – File 0702-01

CONTACT: Babette Owens 774-5704 bowens@roseville.ca.us

11.5 Polymer – Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-51 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1503145). The Environmental

Utilities Department Dry Creek Wastewater Treatment Plant has an ongoing requirement for polymer. This chemical is used in the "dewatering" of waste byproduct called sludge. This treatment process is necessary as it reduces the overall weight of the sludge, thus allowing for removal to the landfill at a considerably lower cost to the City. This chemical will be purchased by the end using department as needed. The City will be piggybacking on a competitively bid contract that was awarded to Solenis, LLC by the East Bay Municipal Utility District. The contract allows for optional renewals through November 30, 2015. The estimated cost of the agreement is \$230,000.00. Funding is included in the Environmental Utilities Department's FY2014/15 budget and FY2015/16 proposed budget.

Council Communication No. 6639 – File 0203-03

CONTACT: Babette Owens 774-5704 bowens@roseville.ca.us

11.6 Liquid Cationic Polymer (RFQ 1995) – Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-52 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1503108). The Environmental Utilities Department Pleasant Grove Wastewater Treatment Plant has an ongoing requirement for liquid cationic polymer. This chemical is used in the "dewatering" of waste byproduct called sludge. This treatment process is necessary as it reduces the overall weight of the sludge, thus allowing for removal to the landfill at a considerably lower cost to the City. This chemical will be purchased by the end using department as needed through September 30, 2016. A bid was awarded in October 2011 and allowed for optional renewal years, with this being the fourth and final year of this contract. The services provided have been satisfactory and in accordance with the terms and conditions of the bid. The estimated cost of the agreement is \$700,000.00. Funding is included in the Environmental Utilities Department's FY2014/15 budget and FY2015/16 proposed budget.

Council Communication No. 6640 – File 0203-03

CONTACT: Babette Owens 774-5704 bowens@roseville.ca.us

Resolutions:

11.7 Dry Creek Wastewater Treatment Plant Dewatering Building Roof Rehabilitation Project – Notice of Completion

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-53 ACCEPTING THE PUBLIC WORK KNOWN AS THE DRY CREEK WASTEWATER TREATMENT PLANT DEWATERING BUILDING ROOF REHABILITATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. A construction contract was awarded to Buskirk Construction, Inc. on August 20, 2014 for the Plant Dewatering Building Roof Rehabilitation Project. The Wastewater Division of the Environmental Utilities Department finished final inspection of the project and found the work to be completed in accordance with the improvement plans and specifications and is now ready for acceptance. In accordance with the specifications and Faithful Performance bond, the contractor

shall guarantee the installations of all improvements for a period of twelve months from the date of the Notice of Completion. A construction contract for \$144,190.00 was awarded to Buskirk Construction, Inc. for the project and the total amount of change orders occurring throughout the project totaled \$14,381.00 (9.97%) resulting in a total contract price of \$158,571.00. The project is funded as a capital improvement project under the Wastewater Rehabilitation Fund.

Council Communication No. 6641 – File 0900-02-02-1

CONTACT: Edward Winston 774-5566 ewinston@roseville.ca.us

11.8 2013 Wastewater Cured-In-Place Pipe Rehabilitation Project – Notice of Completion

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-54 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2013 WASTEWATER CURED-IN-PLACE PIPE REHABILITATION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. As part of this year’s plan, 2.9 miles of sewer mains, ranging in size from 6 inch to 21 inch, were repaired. The sewer mains were rehabilitated using a trenchless technology commonly known as “cured-in-place pipe”. This made it possible to line the existing mains without excavating, which resulted in very minimal impact to traffic. City Council approved plans and specifications on October 2nd 2013 and awarded the contract to the lowest bidder, SAK Construction on January 15th 2014. The work was completed in January 2015 when staff completed the final inspection of the project work and found that it was completed in accordance with the contract plans and specifications. In accordance with the project specifications, the Contractor shall guarantee the installation of all improvements for a period of twelve months from the date of the Notice of Completion. Funding for this project was provided by the Wastewater Rehabilitation fund. This fund was created by the City to provide the funding to repair or replace aging City wastewater facilities. Construction costs for this project were \$715,031.00.

Council Communication No. 6642 – File 0900-02

CONTACT: George Hanson 746-1764 ghanson@roseville.ca.us

11.9 Dry Creek Trunk Sewer Bank Stabilization Project – Notice of Completion

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-55 ACCEPTING THE PUBLIC WORK KNOWN AS THE DRY CREEK TRUNK SEWER BANK STABILIZATION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. A construction contract was awarded to Parsons Bros Rockeries CA, Inc. (dba Parsons Walls) of Roseville, California on September 3, 2014 for the Dry Creek Trunk Sewer Bank Stabilization Project. The Engineering Division of the Environmental Utilities Department finished final inspection of the project and found the work to be completed in accordance with the improvement plans and specifications and is now ready for acceptance. In accordance with the specifications and Faithful Performance bond, the contractor shall guarantee the installations of all improvements for a period of twelve months from the date of

the Notice of Completion. A construction contract for \$158,965.00 was awarded to Parsons Walls for the Dry Creek Trunk Sewer Bank Stabilization. Council also approved an allowance to pay construction contract change orders of up to 10% (\$15,896.50) of the award price. The total amount of change orders occurring throughout the project totaled \$10,382.50 (6.53%) resulting in a total contract price of \$169,347.50. The project is funded as a capital improvement project for the South Placer Wastewater Authority (SPWA) and was approved by the SPWA board.

Council Communication No. 6643 – File 0900-02

CONTACT: Edward Winston 774-5566 ewinston@roseville.ca.us

11.10 Saugstad Park Storm Drain Repair Project – Notice of Completion

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-56 ACCEPTING THE PUBLIC WORK KNOWN AS THE SAUGSTAD PARK STORM DRAIN REPAIR PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE DIRECTOR OF PARKS, RECREATION AND LIBRARIES TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation and Libraries Department has made a final inspection of the Saugstad Park Storm Drain Repair Project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The project included the removal and new installation of approximately 320 feet of storm drain pipe. In accordance with specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding for this project was provided through General CIP Rehab funds. Future maintenance costs will be funded in the operations budget for the Park Maintenance Division.

Council Communication No. 6645 – File 0704-01

CONTACT: Rjahja Canlas 774-5342 rcanlas@roseville.ca.us

11.11 Federal Transit Administration Agreements

Memo from Alternative Transportation Manager Michael Wixon and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-65 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO REGIONAL TRANSIT DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 15-66 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO REGIONAL TRANSIT DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. By signing the Allocation Agreement with Sacramento Regional Transit, the City of Roseville is agreeing to comply with all current Federal Transit Administration (FTA) requirements which are part of the §5339 program to receive \$993,480.00 of Federal Fiscal Year 2014 (FFY14) funds for construction of the Louis Orlando Transfer Point (LOTP) Project. The total estimated construction cost for the LOTP Project is \$3,100,000.00, according to the latest engineer's estimate. It is not unusual when funding a project of this size to include multiple funding sources and multiple funding cycles. Each annual application of FTA §5339 funds will require the City to enter into another Allocation Agreement with Sacramento Regional Transit. Thus, staff anticipates returning to the City

Council in FY16 for approval of another agreement to receive the FTA §5339 FFY15 funds. Once the funding is complete, staff will return to the City Council for its approval of the final engineered plans and specifications and authorization to release the project for bids for construction. Staff anticipates funding will be completed by September 2015 and construction will begin by April 2016. The proposed agreements for §5339 Funds will provide federal financial support for locally significant transit projects. The specific agreement for the LOTP Project will help the City complete the funding needed to pursue construction, minimizing the required use of local funds. Only funds from the City's Local Transportation Fund are used to match FTA §5339 projects, and no General Fund money is proposed to be used for the LOTP project.

Council Communication No. 6646 – File 0214 & 0721-03

CONTACT: Michael Wixon 774-5293 mwixon@roseville.ca.us

11.12 Residential Satisfaction Survey – Professional Services Agreement Amendment

Memo from Department Public Information Officer Maurice Chaney and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-64 APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AURORA RESEARCH GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Since 2008, the Environmental Utilities (EU) Department has conducted a statistically valid telephone survey for the purposes of gauging awareness, perception, and opinions of services and programs from City customers. The survey informs EU's programmatic decisions for all utilities, helps optimize the overall effectiveness in service delivery, as well as provides EU with benchmarks against previous year's survey results. As part of the survey questionnaire design and pre-test, there was an apparent need to gauge perceptions associated with the ongoing drought and water efficiency, customer satisfaction levels related with the drought surcharge, as well as measure awareness and willingness to participate in the development of a regional pharmaceutical outreach program. Consequently, these additions increased the survey by five minutes. The total cost of the amendment will cover the additional call time per survey. The original service agreement not to exceed amount was \$22,850.00. This service agreement amendment in the amount of \$3,000.00 will result in a revised service agreement not to exceed amount of \$25,850.00. The service agreement amendment is budgeted in the FY2014/15 operations budget. The fee includes survey design, data collection, and a summary and presentation of findings.

Council Communication No. 6647 – File 0800-02

CONTACT: Maurice Chaney 774-5539 mchaney@roseville.ca.us

11.13 Digital Orthophotography – Professional Services Agreement

Memo from Senior GIS Business Analyst Marc Ball and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 15-57 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEOPHEX LTD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The photography to be flown in 2015 will be used along with that flown in previous years to document changes in City infrastructure, track development and growth, identify land use changes, and accurately map new ground features added since 2013. The City

prepared a Request for Proposal to solicit proposals to collect aerial photography of the City and create digital orthophotography. Three qualified responses were received from the City's RFP with Geophex, Ltd. selected as the vendor with the best combination of qualifications, experience, technical approach, and cost. The total amount of \$22,363.00 is included in the Information Technology Department budget.

Council Communication No. 6649 – File 0800-05

CONTACT: Marc Bell 774-5146 mbell@roseville.ca.us

11.14 Electric Load Forecast – Agreement

Memo from Senior Electric Business Analyst Joanna Cucchi and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-62 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ITRON, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Roseville Electric forecasts expected customer energy use and revenue using econometric models on a bi-annual basis. This method of energy forecasting is not as accurate as it should be because customers are incorporating more energy efficiency into their homes and businesses and this complicates the relationship between these variables. The electric industry has moved away from econometric models to better forecast energy efficiency improvements. Statistically adjusted end-use models consider energy efficiency trends in end uses (air conditioning, dishwashers, lighting, etc) and employ those trends to forecast energy use in the future. All of the forecast models are built in Itron's MetrixND, a time series regression modeling software. In order to improve the forecast models, Roseville Electric proposes to contract with Itron to build three new statistically adjusted end-use models for the residential, small commercial, and medium commercial classes. These classes are the most impacted by improving energy efficiency and are the most difficult to forecast using a traditional econometric model. The cost of the agreement is \$26,312.00 and funds are budgeted in the FY15 Roseville Electric budget.

Council Communication No. 6650 – File 0800-03

CONTACT: Joanna Cucchi 746-1609 jcucchi@roseville.ca.us

11.15 Office 365 Agreements – Dropped from agenda to be re-listed at later date

Memo from Senior Business Systems Analyst Carrie Demuth and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 15-68 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DELL, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 15-69 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PLANET TECHNOLOGIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 15-70 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DELL, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City is in the final year of a five year agreement for Citywide Microsoft software licenses. The City will need to renew the agreement the with Microsoft Affiliate, (Dell, Inc.) to continue to use this standard toolset the City business has standardized on and utilized since 1995. During the time of the 5-year agreement Microsoft has developed a cloud solution

offering, Office 365, which gives customers the option to use the Microsoft applications in the cloud (online) and receive large allocations of storage for email, files and collaboration sites. The Office 365 cloud-based solution presents a more robust offering of products while achieving cost avoidance and Microsoft endures the cost of the server and storage infrastructure. Office 365 includes Word, Excel, PowerPoint, Publisher, OneNote, Access, Outlook for email, Lync for messaging and online meetings, and SharePoint for collaboration. Also included in the new agreement will be software tools for social media (Yammer) and advanced search/e-Discovery capabilities. Office 365 is in alignment with the Council's goal of fiscal responsibility. The cost of the agreement with Planet Technologies for implementation services will not exceed \$199,000.00. The purchase from Microsoft Affiliate, (Dell, Inc.) of Microsoft Add-on licensing and Azure Service for 8 months until the new 3-year Enterprise Agreement takes effect in September 2015 will not exceed \$52,184.00. The City's 3-year Enterprise Agreement with Microsoft Affiliate, (Dell, Inc.) (September 2015 – September 2018) utilizing the Riverside County Enterprise Agreement (No. 01E69633) agreement for an amount not to exceed \$259,698.00 per year. The City will be eligible to renew the Enterprise agreement during the June 2015 – September 2015 timeframe. A contingency amount of up to \$29,850.00, and can be allocated to Microsoft Affiliate, (Dell, Inc.) if needed for the unexpected changes to the three year Enterprise Agreement. The funding source for Office 365 implementation and the three year enterprise agreement will come from the FY15 IT Rehab and the current/future operational budget.

Council Communication No. 6648 – File 0800-05

CONTACT: Carrie DeMuth 774-5431 cdemuth@roseville.ca.us

11.16 Sacramento Area Council of Governments Grant Agreement

Memo from Alternative Transportation Manager Michael Wixon and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-58 APPROVING A SUBRECIPIENT AGREEMENT BETWEEN CITY OF ROSEVILLE AND SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City of Roseville Alternative Transportation Division of Public Works submitted grant applications to the Sacramento Area Council of Governments (SACOG) for grant funds from the Federal Transit Administration (FTA) Section 5316 Job Access Reverse Commute (JARC) program. The grant applications were approved and Federal Fiscal Year 2010 and 2012 funds were awarded to SACOG to provide partial funding of City of Roseville operational costs to provide additional Local bus service on Route B such that a bus arrives every half hour, and to extend evening service hours on Routes A and B and on Dial-A-Ride to 9:30 pm, Monday through Friday. The City of Roseville is required by SACOG to enter into a Subrecipient Agreement between SACOG and the City of Roseville for reimbursement of the added costs noted above. If approved, the City will receive reimbursement of \$146,714.00 for provision of additional service on Route B, and reimbursement of \$92,920.00 for extension of Routes A and B and Dial-A-Ride evening hours. The additional service on Local Routes A and B and Dial-A-Ride aided employees taking transit to or returning home from major employment centers, particularly ones that operate with extended evening hours provide better connectivity to SacRT and PCT. The proposed SACOG agreement would off-set the use of local funds otherwise paid for from the Local

Transportation Fund (LTF). No General Fund money is proposed to be used for operation of the additional transit services.

Council Communication No. 6655 – File 0214

CONTACT: Michael Wixon 774-5293 mwixon@roseville.ca.us

11.17 Louis/Orlando Transfer Point – Agreement for Purchase of Real Property and Agreement for Access and Parking

Memo from Assistant Engineer Nicholas Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-60 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TEEGARDEN ENTERPRISES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 15-61 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY BY AND BETWEEN THE CITY OF ROSEVILLE AND TEEGARDEN ENTERPRISES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. A new transit transfer point will be located at the east corner of the intersection of Louis Lane and Orlando Avenue and will be used by Roseville Transit as well as Sacramento Regional Transit, Placer County Transit, and City of Citrus Heights Transit. The transit transfer point will also include a parking lot for commuters to park their vehicles while using public transit to get to their destination. A majority of the transfer point improvements will be constructed on a portion of a privately owned parcel. The parcel owner and staff have come to an agreement on the terms and price. The City will acquire approximately 0.9 acres mostly for the parking lot and platform. As a condition to selling the property, the parcel owner requested that a parking agreement be arranged. The Access and Parking Agreement will provide Teegarden Enterprises with an easement allowing its customers to use up to 13 stalls in the reconstructed parking lot. The appraised sale price is \$472,768.00. State Transportation Improvement Program Funds will fully fund the purchase. No General Fund dollars will be used.

Council Communication No. 6658 – File 1002-01 & 0721-03

CONTACT: Nick Graves 746-1305 ngraves@roseville.ca.us

11.18 Financial Advisory Services – Professional Services Agreement

Memo from Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 15-71 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND FIRST SOUTHWEST COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. From time to time, the City has the need of financial advisory services related to issuing bonds that are highly technical and require the services of a financial advisor with specialized expertise. This specialized expertise is a skill set that varies from financial advisor. Staff is recommending creating a “pool” of financial advisors to ensure the City is getting the best advice, price and services for the various bond transactions. Each bond transaction can be very complex and requires a specialized experience to help the City mitigate risk, make informed decisions and achieve the lowest overall cost of capital. Staff requests that the City Council authorize the procurement of financial advisory services, on an as needed basis for a period of two years with a one year optional extension from FirstSouthwest. FirstSouthwest maintains proven expertise across a variety of public finance sectors. The fiscal impact for financial advisory services is a \$75,000.00 annual retainer plus \$25,000.00 for

each new bond issue or refunding. The retainer fee will be absorbed in the Finance Department's annual budget and payment for new or refunding bond issues are typically contingent upon the issuance of the bonds and are routinely paid from bond issuance proceeds.

Council Communication No. 6663 – File 0200

CONTACT: Monty Hanks 774-5313 mhanks@roseville.ca.us

Ordinances: (for introduction and first reading)

11.19 Roseville Municipal Code Amendment – Transit Fees

Memo from Alternative Transportation Manager Michael Wixon and Public Works Director Rhon Herndon recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING AND REPLACING SECTION 14.30.060 AND AMENDING SECTIONS 14.30.010 AND 14.30.030 TO CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC TRANSIT. On November 18, 2014 the Transportation Commission voted to recommend City Council approval of the proposed Ordinance Amendment. The amendment includes repeal of Roseville Municipal Code (RMC) §14.30.060 Special Services (aka charter services) given Roseville Transit chooses to not provide such services and avoid the additional Federal Transit Administration (FTA) reporting requirements associated with providing such services. The replacement language §14.30.060 will provide Service Fees for minor administrative services, such as a returned check fee and reprinting of a historical receipt fee. The proposed fees are consistent with fees charged by other City departments. Amendments to §14.30.060 include escalating fees for the general public passengers as a deterrent of Excessive No Shows/Late Cancellations by general public passengers. The fees will range from \$8.00 for the first occurrence to a maximum of \$20.00 for the 4th and subsequent occurrences. Proposed to be removed from §14.30.010 is a fee of \$7.50 per occurrence beyond the passenger's control of Excessive No Show/Late Cancellations of Dial-A-Ride reservations. Pursuant to direction provided by the Federal Transit Administration (FTA) during their recent review of operations, the Roseville Transit Service Policies have been amended to include Excessive No Show/Late Cancellation policies specific to passengers who are American with Disabilities Act (ADA) eligible that avoids causing financial hardship by using suspension of transit services as a deterrent to excessive No Shows/Late Cancellations. Previously approved Commuter fares were incorrectly incorporated into the RMC. The proposed Ordinance Amendment corrects Commuter fares in §14.30.030 to reflect actual fare prices and so is not a fare increase, and clarifies that passengers using certain types of fare from other transit providers are not required to pay additional fare to board Roseville Transit Commuter routes. The removal of Special Services will make the Roseville Municipal Code consistent with actual practice, which is Roseville Transit has not generated revenue pursuant to this section for several years. Collection of service fees will generate a minor amount of revenue. The resulting fiscal impact will be minor.

Council Communication No. 6651 – File 0215

CONTACT: Michael Wixon 774-5293 mwixon@roseville.ca.us

Ordinances: (for introduction and adoption – appropriation/urgency measures)**11.20 Westpark Administrative Fees – Budget Adjustment**

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5466 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The County Administrative Payment and the Community Facilities District's (CFDs) FY2014/15 budgets were created prior to identifying all the expenses and transfer, and the need for these adjustments arose after the mid-year budget deadline. There is a shortfall in the line items for County Administrative Fees and Other Fees totaling \$2,750.00. There are available monies in the district to cover these shortfalls. There is no impact to the City's General Fund. There are sufficient available resources in all the identified CFDs and Annexation Payment account to accommodate this request.

Council Communication No. 6652 – File 0201-01& 0400-04-09-1

CONTACT: Vanessa Lieberman 774-5189 vlieberman@roseville.ca.us

11.21 Stoneridge Specific Plan-56 Neighborhood Park Master Plan, Park Development Agreement and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-59 APPROVING A PARK DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5467 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and to approve the master plan SSP-56 Neighborhood Park in Stoneridge. The Stoneridge Specific Plan-56 Neighborhood Park is approximately 8.96 acres in size, located off of Miner's Ravine. The master plan proposes to focus park development of approximately 1.5 acres at the northern end of the parcel directly off of Miner's Ravine. Proposed amenities include a children's play area, a swing area, shaded picnic, multi-use turf, walkways and a trail connection through the parcel, connecting to nearby cul-de-sacs and a pedestrian easement at Olympus Pointe on the south end. The developer, Elliot Homes, would like to begin construction in the Spring 2015. The schedule is based on an existing development agreement which has built in triggers based on the number of building permits pulled in this new residential development. Fee credits for the Stoneridge Neighborhood Park Fund will be applied to this project. Credits are applied toward the value of the estimated park construction of \$660,000.00 as outlined by the financing plan. Based on the budget and estimate, \$123,368.59 will be reimbursed to the developer upon satisfactory completion of the park. If approved, the reimbursed amount will be allocated through the Stoneridge Neighborhood Park Fund, fees generated from surrounding areas. Once the park is constructed, the park will be deeded to the City. Maintenance costs would be approximately \$15,000.00 per year. The funding source for maintenance is the General Fund as the Stoneridge Community Facilities District for Service does not include neighborhood park maintenance.

Council Communication No. 6659 – File 0704-01 & 0201-01
CONTACT: Tara Gee 746-1753 tgee@roseville.ca.us

Ceremonial Proclamations/Resolutions:

- 11.22 Resolution of Commendation and Appreciation to David A. Breninger
Retiring as Placer County Water Agency General Manager after 23 years of service, be congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.
File 0102-10
CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us
- 11.23 Resolution of Commendation and Congratulations to Ryan Morgan Wickam
Having successfully completed the requirements for the prestigious Eagle Scout Award, and encouraged to continue his efforts to serve the community.
File 0102-10
CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us
- 11.24 2014 Sylvia Besana Community Volunteer Award – Removed from Consent Calendar for Presentation
Awarded to Ed and Marian Tiedeman, and urging all citizens to volunteer and “light the way” as Sylvia Besana exemplified.
File 0102-10
CONTACT: Justin Orton 774-5206 jorton@roseville.ca.us
- 11.25 Month of the Young Professional Proclamation
March 2015, and encouraging young professionals to ignite collaboration in their communities.
File 0102-06
CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us
- 11.26 Multiple Myeloma Awareness Month Proclamation
March 2015, and encouraging citizens to bring awareness to this disease.
File 0102-06
CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us

Reports/Requests/Staff:

- 11.27 Out of State Travel – Electric Department
Memo from Assistant Electric Utility Director Sonny Person and Electric Utility Director Michelle Bertolino recommending Council authorize out of state travel for Electric Operations Manager and Electric Line Construction Supervisor to attend Maximo Utility Working Group (MUWG) in Columbia, South Carolina from May 12, 2015 to May 14, 2015. MUWG is an industry group representing over 145 utility companies, countries, and cities throughout the world that exchange information related to the implementation and application of the Maximo asset management system. Maximo is a software solution which is used to operate, maintain and dispose of enterprise assets. It focuses on plant, production, infrastructure, transportation, and facilities. The Maximo platform assists in managing critical assets as efficiently as possible by tracking costs throughout the lifecycle of an asset and aiding asset managers with predictive maintenance schedules. This workshop provides a platform for the Electric Department to work with other utilities of similar demographic size that have implemented

Maximo and share their lessons learned. This conference will help Roseville Electric to better anticipate and plan for successful project implementation. The estimated total cost for the travel and workshop is approximately \$5,300.00 and funds are available in Roseville Electric's FY2015 budget to cover the cost of the trip.

Council Communication No. 0600-02 – File 6654

CONTACT: Sonny Person 774-5640 sperson@roseville.ca.us

Motion by Rohan, seconded by Gore, that item 11.24 be removed from the Consent Calendar for presentation and item 11.15 be dropped from the agenda, and the remaining items be approved as recommended.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

12. MINUTES

12.1 Minutes of Prior Meetings

October 1, 2014 City Council Meeting (Garcia absent), November 5, 2014 City Council Special Meeting (Herman absent), November 5, 2014 City Council Closed Session/City Council Meeting (Herman absent), December 3, 2014 City Council Closed Session (Roccucci and Rohan absent), December 3, 2014 City Council/Housing Authority Meeting (Roccucci and Rohan absent).

File 0102-03

CONTACT: Sonia Orozco 774-5263 sorozco@roseville.ca.us

Motion by Herman, seconded by Rohan, to approve the minutes of the Oct 1, 2014 City Council meeting.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci

Noes: None

Absent: None

Abstain: Garcia

Motion by Roccucci, seconded by Gore, to approve the minutes of the November 5, 2014 City Council Special Meeting and the November 5, 2014 City Council Closed Session/City Council Meeting.

Roll call vote: Ayes: Gore, Rohan, Roccucci, Garcia

Noes: None

Absent: None

Abstain: Herman

Motion by Herman, seconded by Gore to approve the minutes of the December 3, 2014 City Council Closed Session and the December 3, 2014 City Council/Housing Authority Meeting.

Roll call vote: Ayes: Gore, Herman, Garcia

Noes: None

Absent: None

Abstain: Rohan, Roccucci

13. ORDINANCES**13.1 Downtown/316 Vernon Office Building – Budget Adjustment, Professional Design Services Agreement, and Approval of Preliminary Lease Terms**

Memo from Deputy City Manager Mike Isom recommending Council adopt ORDINANCE NO. 5468 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 15-67 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LPAS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the conceptual lease terms between the City of Roseville and Sierra Joint Community College District and direct staff to prepare a lease agreement for Council approval. A need has been identified for additional City office space Downtown to serve the community's current and projected population and corresponding increase in services. Another point of consideration is Sierra College's desire to relocate its community education and administration of justice programs from the Roseville Gateway facility to Downtown. Consistent with the Downtown Specific Plan and Downtown Code, the proposed building would incorporate approximately 9,000 square feet of ground floor retail. This past November, at the direction of the City Manager, staff released a Request for Proposals for architectural design services for construction of a multi-story office and retail building at 316 Vernon Street. Six proposals were received. Based on interview performance and thorough review of the proposals, staff recommends contract award to LPAS, Inc. for a total contract amount of \$1,182,250.00, which includes project feasibility analysis, plan set development (schematic, design development, construction documents), permitting, construction administration including weekly site visits, post-construction Division of State Architect certification (if deemed necessary), and close out-services. If directed to proceed, the project would be approached as a "design-assist," whereby the general contractor (or "design-assist entity") would be retained by the City early in the design process. Execution of the professional design services agreement and other site investigations will result in a fiscal impact of \$1,212,250.00. Sufficient funds are available in the Public Facilities Fund, and no General Fund monies are proposed.

Council Communication No. 6653 – File 0201-01 & 0401-02-02-1

CONTACT: Mike Isom 774-5527 misom@roseville.ca.us

Items 13.1 and 14.1 heard concurrently.

Assistant City Manager Rob Jensen made the presentation to Council.

Jim Gray, Roseville, spoke on façade and history of building and on concerns regarding elimination of parking spaces.

Kirk Uhler, Placer County Board of Supervisors, spoke in support.

Wendy Gerig, Roseville Chamber of Commerce, spoke in support.

Motion by Herman, seconded by Gore, to adopt ORDINANCE NO. 5468 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET IN THE AMOUNT OF 1,212,250 AND DECLARING THIS

ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE;

and,

adopt RESOLUTION NO. 15-67 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LPAS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE;

and,

to approve the conceptual lease terms between the City of Roseville and Sierra Joint Community College District and direct staff to prepare a lease agreement for Council approval.

Roll call vote: Ayes: Gore, Herman, Garcia

Noes: Rohan, Roccucci

Absent: None

14. SPECIAL REQUESTS/REPORTS/PRESENTATIONS

14.1 Oak Street Parking Facility – Conceptual Financing Plan

Memo from City Treasurer/Chief Financial Executive Jay Panzica and Assistant City Manager Rob Jensen recommending Council approve a conceptual financing plan for construction of the Oak Street Parking Facility. The Downtown Specific Plan included a focused analysis of the area's parking. The study concluded that the north end of Vernon Street is projected, if Plan goals are met, to have a shortfall of approximately 1,100 spaces. Interest in Downtown Roseville is growing and so is the demand for parking in the area. Staff is currently working on the development and construction of a multi-story parking garage on the parcels between the 200 block of Vernon Street and Oaks Street (behind Roseville Theater). A new parking facility that adds between 400 and 500 new spaces, when combined with the existing Vernon Street Parking Garage, provides a well distributed parking space inventory capable of meeting this commercial corridor's needs for many years. The estimated cost of this project is \$10,000,000.00. Staff is also currently analyzing the various options for the most optimal funding of this project. Options include all cash, all debt or a combination of cash and some level of debt. An all cash approach is requested to allow the project to move forward immediately. The financing plan includes \$5,823,705.00 from remaining 2006 Redevelopment Agency Bond proceeds and \$4,176,295.00 submitted as a loan from the Vehicle Replacement Fund.

Council Communication No. 6662 – File 0200 & 0401-02-02-1

CONTACT: Jay Panzica 774-5362 jpanzica@roseville.ca.us

Rob Jensen 774-5362 rjensen@roseville.ca.us

Items 13.1 and 14.1 heard concurrently.

City Treasurer/Chief Financial Executive Jay Panzica and Assistant City Manager Rob Jensen made the presentation to Council.

Motion by Herman, seconded by Gore, to approve a conceptual financing plan for construction of the Oak Street Parking Facility and directing staff to continue analyzing options for most optimal funding.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

14.2 Hotel and Conference Center – Status and Financing Plan

Memo from City Treasurer/Chief Financial Executive Jay Panzica and Assistant City Manager Rob Jensen recommending Council consider Hotel and Conference Center Environmental Impact Report Addendum No. 1; provide direction to continue refining the hotel/conference center project; and, provide direction to proceed with developing the financing plan. The Hotel and Conference Center project is located in the North Central Roseville Specific Plan and will include the construction of an approximately 248 room, 10 story, 175,000 square foot hotel with a full service restaurant, fitness facility, spa, and outdoor pool. Also included is an approximately 17,000 (net) square foot conference facility with a ±9,000 square foot ballroom, separate meeting and break-out rooms, and a support kitchen. PKF Consulting was retained to evaluate hotel market demand, and reported on demand generators, projected hotel performance, and the competitive market. Conventions, Sports & Leisure International (CS&L) was retained to estimate potential demand for the meeting and event facility and to provide recommendations on appropriate facility size. Current estimates for the project are between \$70 and \$95 million inclusive of hard and soft costs based on a 250-room hotel and 17,000 square feet of total meeting space. Currently, the project is being structured so that the City would be financially responsible for debt service and all financial aspects of hotel operations during the two year construction time frame and the first three years of operation. At the three year point, the project is intended to be sold to external interests, at a price that covers all construction and financing carrying costs incurred during the two year construction period. An economic impact analysis was prepared by Economic & Planning Systems Inc. to estimate the proposed project's quantifiable impacts on the local economy. To understand and quantify the level of community support for the project, the City retained the services of Fairbank, Maslin, Metz & Associates (FM3) to conduct public opinion research. Staff also conducted extensive stakeholder outreach and public awareness activities. There are no immediate fiscal costs related to this report other than staff time. Any contracts or financing plans related to this project will be returned to Council for approval at the appropriate times.

Council Communication No. 6661 – File 0400-04-04-1

CONTACT: Jay Panzica 774-5362 jpanzica@roseville.ca.us

Rob Jensen 774-5362 rijensen@roseville.ca.us

Assistant City Manager Rob Jensen made the presentation to Council.

Deputy City Manager Mike Isom spoke on project description and recent changes to proposal.

City Treasurer Jay Panzica and Financial Advisor of First Southwest Terry Maas spoke on financing options for potential construction.

Assistant City Manager Rob Jensen requested Council provide feedback and direction and that Council consider the addendum to the Environmental Impact Report.

David Attaway, Placer Valley Tourism, spoke on fiscal impact to current hotels and business if City operates hotel.

Motion by Rohan, seconded by Herman, to consider the Hotel and Conference Center Environmental Impact Report Addendum No. 1;

and,

direct staff to continue refining the hotel/conference center project;

and,

direct staff to proceed with developing an alternative financing plan.

Roll call vote: Ayes: Gore, Rohan, Herman, Rocucci, Garcia

Noes: None

Absent: None

15. COUNCIL/STAFF/REPORTS/COMMENTS

- Budget Update Presentation – Finance Director Monty Hanks

Finance Director Monty Hanks made the presentation to Council.

Budget Workshop will be held on March 3rd.

Report for information only. No action required.

- Status of Successor Agency Commercial Loans – Economic Development Director Chris Robles

Economic Development Director Chris Robles made the presentation to Council.

Report for information only. No action required.

Warwick University – Councilmember Herman reported on signed agreement for land.

Congratulation to City Attorney – Councilmember Herman and Vice Mayor Rohan offered congratulations.

Swearing In of New Police Officers and Volunteers – Councilmember Rocucci and Mayor Garcia spoke on attendance.

Board & Commission Overview – Councilmember Gore requested a task force be formed to review policies. Council consensus to move forward.

Response to David Attaway Comments – Vice Mayor Rohan requested stakeholder be briefed and be brought up to speed on Conference Center. Spoke on potential to build just the Conference Center as a catalyst with the hotel to be built by a private party.

Arbor Day Foundation – Mayor Garcia reported that Roseville was a 2014 recipient of "Tree City USA" award.

Best Wishes To Retiring City Attorney Brita Bayless – Mayor Garcia expressed.

16. ADJOURNMENT

Motion by Herman, seconded by Gore, to adjourn the meeting at 9:30 p.m.

Votes: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



COUNCIL COMMUNICATION

6685

City Clerk Use Only

DATE: February 26, 2015

TITLE: Church St Sidewalk Project: Approval of Plans and Specifications and Authorize Staff to Call for Bids

CONTACT: Noah Siviglia; (916) 746-1300; NSiviglia@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that the City Council approve the plans and specifications for the Community Development Block Grant (CDBG) funded Church St. Sidewalk Project and authorize staff to call for bids.

BACKGROUND

Church Street is located along the eastern border of the Roseville Heights neighborhood originally constructed in the early 1900's. Most of the sidewalk in this neighborhood was constructed in the early 1940's. In the years since, there have been a few development projects which have filled in some of the sidewalk sections and installed a few curb ramps along Church Street. However, there are still many missing sections of sidewalk as well as an absence of curb ramps at a majority of the intersections along Church Street. The scope of this project includes the installation of all the missing segments of sidewalk and the installation of curb ramps along Church Street from Atkinson Street to Washington Boulevard.

We anticipate construction to begin in early June 2015, with completion by the end of August 2015. Construction plans and specifications for the project have been completed and are available at the City Clerk's Office for Council's review.

PUBLIC OUTREACH

Staff recognizes that whenever we replace pedestrian facilities, we inconvenience the residents and traveling public. Much of the work will be conducted outside the travelled way for vehicles, resulting in only a minimal impact on vehicular and pedestrian travel and roadside parking. Considering these factors, an informational flyer will be mailed to the residents within and near the project limits approximately 2 weeks prior to construction. Letters will also be distributed to residents within and near the project limits 48 hours prior to the start of work as a reminder and to inform them of any parking restrictions. Finally, temporary construction signs will be placed near the project limits 48 hours prior to the start of work indicating areas where parking will be temporarily prohibited. In addition, staff will run a news story on the City's website, social media, E-News letter and provide notification to the Roseville Coalition of Neighborhood Associations (RCONA).

Routing Approval:

ACM JP FIN N/A IT RS ATTY

AGENDA ITEM

6.2

FISCAL IMPACT

The Engineer's estimate for this project is \$150,000 which is fully funded with Community Development Block Grant (CDBG) funds. No General Funds are allocated for this project.

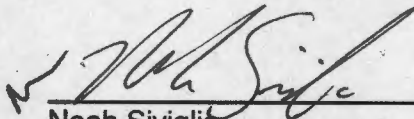
ECONOMIC DEVELOPMENT/JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 1.6 jobs.

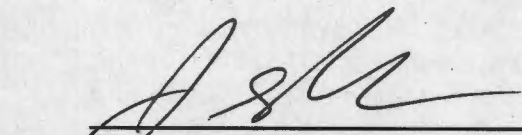
ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

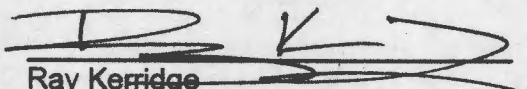


Noah Siviglia
Junior Engineer



Rhon Herndon
Public Works Director

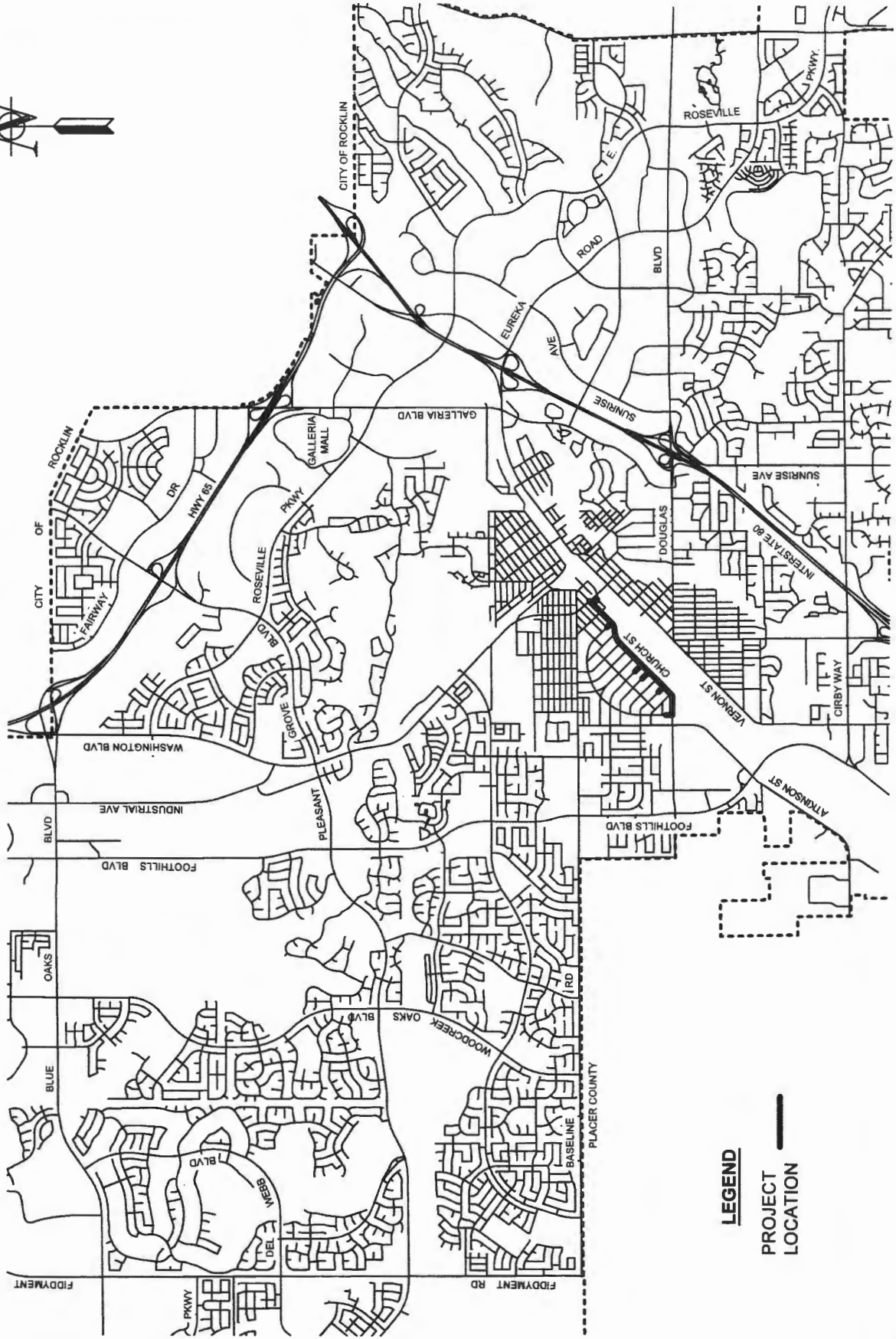
APPROVED:



Ray Kerridge
City Manager

CHURCH STREET SIDEWALK PROJECT

VICINITY MAP





COUNCIL COMMUNICATION

6686

City Clerk Use Only

DATE: February 19, 2015

TITLE: PHILLIP RD CHIP SEAL PROJECT: REJECT BID

CONTACT: Nick Graves; (916) 746-1305; NGraves@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends the City Council reject the sole bid for the Phillip Road Chip Seal Project.

BACKGROUND

On September 3, 2014, the City Council approved the plans and specifications for the Phillip Road Chip Seal Project and authorized staff to call for bids. One bid was received and opened on October 14, 2014. The bid received was submitted by Intermountain Slurry Seal, Inc. for \$202,020.00, an amount 34 percent above the engineer's estimate. The bid was rejected by City Council and the project was re-advertised.

On February 17th bids were opened again and only one bid was received. The engineer's estimate and bid are as follows:

Engineers Estimate	\$150,000.00
Intermountain Slurry Seal, Inc. (the only bid received)	\$196,196.00

Although the bid price decreased, it remains 31 percent above the engineer's estimate.

Staff plans to include the Phillip Road Chip Seal Project with the 2015 Residential Resurfacing Project that will be advertised in May. The Phillip Road Chip Seal project and the 2015 Residential Resurfacing Project are similar in work type. Bidding them together will attract more bidders and result in lower unit prices because of larger material quantities. Bidding them together will also reduce the contractor's overhead and mobilization costs relative to the work items.

FISCAL IMPACT

The Engineer's estimate for this project is \$150,000 which is fully funded with Gas Tax Funds. No General Funds are allocated for this project.

ECONOMIC DEVELOPMENT/JOBS CREATED

No additional jobs will be created as a result of rejecting the sole bid.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

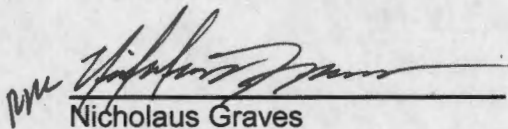
Routing Approval:

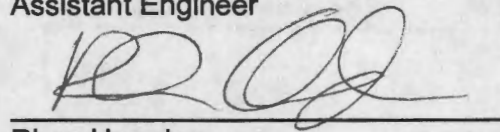
ACM
 FINNIA
 IT
 ATTY

AGENDA ITEM

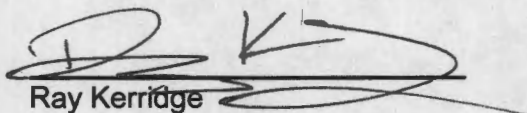
6.3

Respectfully submitted,


Nicholaus Graves
Assistant Engineer


Rhon Herndon
Public Works Director

APPROVED:


Ray Kerridge
City Manager

RESOLUTION NO. 15-79

REJECTING ALL BIDS FOR THE PHILLIP ROAD CHIP SEAL

WHEREAS, the City of Roseville requested bids for the Phillip Road Chip Seal project and bids were opened on October 14, 2014; and

WHEREAS, it was determined that the bid received exceeded the engineers estimate and will be re-advertised in conjunction with another project; and

WHEREAS, staff desires to reject all bids for the Phillip Road Chip Seal project;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids for the Phillip Road Chip Seal project are hereby rejected.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

6702

City Clerk Use Only

DATE: 3/2/15

TITLE: VEHICLE PURCHASES

CONTACT: Shannon Wiest, Purchasing 916.774.5705 swiest@roseville.ca.us

Meeting Date: 3/18/15

SUMMARY RECOMMENDATION

RFQ 3001

Authorize a purchase order to John L. Sullivan for one (1) police rated Chevy Tahoe utilizing the City's RFQ 3001 as a new fleet addition for the Police Department. The total cost of the vehicle including tax and options is \$36,192.40.

STATE OF CALIFORNIA CONTRACT # 1-14-23-10A

Authorize a purchase order to Downtown Ford Sales for four (4) Ford Fusion Sedans utilizing the State of California contract # 1-14-23-10A to replace the Police Department's vehicle numbers 05-113, 06-128 and 06-121 and the Public Works Engineering Department's vehicle number 05-151. The total cost of the vehicles including tax and options is \$77,690.25.

BACKGROUND

RFQ 3001

The Police Department has a requirement for an additional patrol vehicle for a new officer position that was approved on the FY2014/15 budget. The vehicle will be used on a daily basis for patrol services up to and including responding to calls for service, transporting arrestee's to jail, and transporting officers to various events throughout the City.

The City's RFQ 3001 includes language allowing the City of Roseville to purchase additional vehicles for a period of up to one year from the contract award date of 5/7/14 and this purchase is still within that time period.

STATE OF CALIFORNIA CONTRACT # 1-14-23-10A

The Police Department is replacing three vehicles that will be assigned to their investigations unit. Detectives will use these vehicles to conduct their daily duties, to include: responding to in-progress crimes, conducting follow-up on crimes already committed and interviewing suspects and witnesses. Duties may also include participating in stakeouts in an attempt to catch individuals suspected of committing crimes in the City's jurisdiction.

Routing Approval:

10 ACM JP FIN N/A IT PS ATTY

AGENDA ITEM

6.4

The Public Works Department is replacing a vehicle used by the Public Works and Development Services engineering staff for project inspection and routine meeting travel.

The City will be piggybacking the State of California contract number 1-14-23-10A for the purchase of the Ford Fusion Sedans. This was a competitively bid contract.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance, repair costs, and current condition. Below are the vehicle replacement scores:

Vehicle ID	Replacement Score	Vehicle Condition
05-113	27	Meets City replacement criteria
06-128	25	Meets City replacement criteria
06-121	24	Meets City replacement criteria
05-151	25	Meets City replacement criteria

FISCAL IMPACT

RFQ 3001

The total cost of the Chevy Tahoe including tax and options is \$36,192.40. Funding is included in the FY2014/15 auto replacement budget.

STATE OF CALIFORNIA CONTRACT # 1-14-23-10A

The total cost of the Ford Fusion Sedans including tax and options is \$77,690.25. Funding is included in the FY2014/15 auto replacement budget.

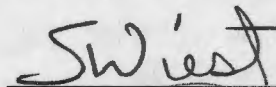
ECONOMIC DEVELOPMENT/JOBS CREATED

Not applicable.

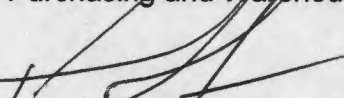
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The purchase of vehicles does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully submitted,



Shannon Wiest
Purchasing and Warehouse Manager


Paul Diefenbach
Central Services Director

Vehicle Purchases
Council Meeting of 3/18/15

APPROVED:

A handwritten signature in black ink, appearing to be 'RK', written over a horizontal line.

Ray Kerridge
City Manager



City of Roseville
Vehicle Replacement Justification Form

Operating Department/Division: Police Department Org Key: 05540

Fleet Number: 05-113 Type: Undercover car Make: Dodge Model: Stratus Model Year: 2005

Original Purchase Price: \$12,970.13

Age: 9 Miles: 51,992 Hours: _____ Service Type (Light, Medium, or Severe): Medium

Number of times in for repairs past 12 month period: 2 Total life repair cost: \$9,250.66

Points:

Age 9

Miles 5

Type of service 3

Reliability 3

M&R costs 3

Condition 4

Total Points 27

Additional Comments: PCM issues, Undercover rotation

Fleet Management Recommendation: Replace

Fleet Manager Signature: *Elmer* Date: 2/10/14

Factor	Points
Age	1 point for each year of chronological age based on in-service date. *Police motorcycles receive 2 points per year.
Miles/Hours	1 point for each 10, 000 miles of use. *Police motorcycles receive 2 points for every 10,000 miles of use.
Type of Service	1,3, or 5 points assigned based on the service type. For instance, police cars and buses would receive a 5 based on their severe duty service schedules where an administrative sedan would receive a 1.
Reliability	1,3 or 5 points based on the frequency the vehicle is in the shop for repair (do not count scheduled PM's and Services): Assign 5 points for two or more times per month average; 1 point for once every three months or less.
M&R Costs	1-5 points based on total life M&R costs (not including accident damage repair). A 5 is assigned to a vehicle with life M&R costs equal to or greater than original purchase price, while a 1 is given to a vehicle with M&R costs equal to 20% or less than original purchase price. (40% = 2; 60% = 3; 80% = 4).
Condition	Scale of 1-5 based on body condition, rust, interior condition, accident history, anticipated repairs, etc. (5 points for poor condition)

Point Ranges

Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
Over 23 points	Condition III	Meets City replacement criteria



City of Roseville
Vehicle Replacement Justification Form

Operating Department/Division: Police Department Org Key: 05540

Fleet Number: 06-128 Type: Undercover car Make: Dodge Model: Stratus Model Year: 2006

Original Purchase Price: \$14,193.41

Age: 8 Miles: 46,142 Hours: _____ Service Type (Light, Medium, or Severe): Medium

Number of times in for repairs past 12 month period: 4 Total life repair cost: \$7,978.77

Points:

Age 8
Miles 5
Type of service 3
Reliability 3
M&R costs 3
Condition 3
Total Points 25

Additional Comments: Engine leaks

Fleet Management Recommendation: Replace

Fleet Manager Signature: *E. L. Linn* Date: 2/10/14

Factor	Points
Age	1 point for each year of chronological age based on in-service date. *Police motorcycles receive 2 points per year.
Miles/Hours	1 point for each 10, 000 miles of use. *Police motorcycles receive 2 points for every 10,000 miles of use.
Type of Service	1,3, or 5 points assigned based on the service type. For instance, police cars and buses would receive a 5 based on their severe duty service schedules where an administrative sedan would receive a 1.
Reliability	1,3 or 5 points based on the frequency the vehicle is in the shop for repair (do not count scheduled PM's and Services): Assign 5 points for two or more times per month average; 1 point for once every three months or less.
M&R Costs	1-5 points based on total life M&R costs (not including accident damage repair). A 5 is assigned to a vehicle with life M&R costs equal to or greater than original purchase price, while a 1 is given to a vehicle with M&R costs equal to 20% or less than original purchase price. (40% = 2; 60% =3; 80% = 4).
Condition	Scale of 1-5 based on body condition, rust, interior condition, accident history, anticipated repairs, etc. (5 points for poor condition)

Point Ranges

Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
Over 23 points	Condition III	Meets City replacement criteria



City of Roseville
Vehicle Replacement Justification Form

Operating Department/Division: Police Department

Org Key: 05540

Fleet Number: 06-121 Type: Undercover car Make: Dodge Model: Stratus Model Year: 2005

Original Purchase Price: \$14,576.03

Age: 8 Miles: 41,220 Hours: _____ Service Type (Light, Medium, or Severe): Medium

Number of times in for repairs past 12 month period: 2 Total life repair cost: \$5,739.29

Points:

Age 8

Miles 4

Type of service 3

Reliability 3

M&R costs 3

Condition 3

Total Points 2524

Additional Comments: Front end squeaks, needs complete rebuild to quiet, engine overheats

Fleet Management Recommendation: Replace

Fleet Manager Signature: *E. Kim* Date: 2/10/14

Factor	Points
Age	1 point for each year of chronological age based on in-service date. *Police motorcycles receive 2 points per year.
Miles/Hours	1 point for each 10, 000 miles of use. *Police motorcycles receive 2 points for every 10,000 miles of use.
Type of Service	1,3, or 5 points assigned based on the service type. For instance, police cars and buses would receive a 5 based on their severe duty service schedules where an administrative sedan would receive a 1.
Reliability	1,3 or 5 points based on the frequency the vehicle is in the shop for repair (do not count schedules PM's and Services): Assign 5 points for two or more times per month average; 1 point for once every three months or less.
M&R Costs	1-5 points based on total life M&R costs (not including accident damage repair). A 5 is assigned to a vehicle with life M&R costs equal to or greater than original purchase price, while a 1 is given to a vehicle with M&R costs equal to 20% or less than original purchase price. (40% = 2; 60% = 3; 80% = 4).
Condition	Scale of 1-5 based on body condition, rust, interior condition, accident history, anticipated repairs, etc. (5 points for poor condition)

Point Ranges

Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
Over 23 points	Condition III	Meets City replacement criteria



City of Roseville
Vehicle Replacement Justification Form

Operating Department/Division: Engineering Org Key: 08320

Fleet Number: 05-151 Type: Sedan Make: Dodge Model: Stratus Model Year: 2005

Original Purchase Price: \$11,959.81

Age: 9 Miles: 47,131 Hours: _____ Service Type (Light, Medium, or Severe): Medium

Number of times in for repairs past 12 month period: 3 Total life repair cost: \$5,791.21

Points:

Age 9

Miles 5

Type of service 2

Reliability 3

M&R costs 3

Condition 3

Total Points: 25

Additional Comments: Front end noises, maintenance costs rising.

Fleet Management Recommendation: Replace

Fleet Manager Signature:  Date: 2/10/14

Factor	Points
Age	1 point for each year of chronological age based on in-service date. *Police motorcycles receive 2 points per year.
Miles/Hours	1 point for each 10, 000 miles of use. *Police motorcycles receive 2 points for every 10,000 miles of use.
Type of Service	1,3, or 5 points assigned based on the service type. For instance, police cars and buses would receive a 5 based on their severe duty service schedules where an administrative sedan would receive a 1.
Reliability	1,3 or 5 points based on the frequency the vehicle is in the shop for repair (do not count scheduled PM's and Services): Assign 5 points for two or more times per month average; 1 point for once every three months or less.
M&R Costs	1-5 points based on total life M&R costs (not including accident damage repair). A 5 is assigned to a vehicle with life M&R costs equal to or greater than original purchase price, while a 1 is given to a vehicle with M&R costs equal to 20% or less than original purchase price. (40% = 2; 60% =3; 80% = 4).
Condition	Scale of 1-5 based on body condition, rust, interior condition, accident history, anticipated repairs, etc. (5 points for poor condition)

Point Ranges

Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
Over 23 points	Condition III	Meets City replacement criteria



COUNCIL COMMUNICATION

6703

City Clerk Use Only

DATE: February 11, 2015

TITLE: Diamond Creek 31B, Village 2

CONTACT: Richard Chapman, Construction Inspection Supervisor
dchapman@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Diamond Creek 31B, Village 2 CWJ#130042 as complete.
2. Authorize the City Engineer to execute the Certificate of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found that the roadway infrastructure work has been completed in accordance with the improvement plans and City specifications.








FISCAL IMPACT

The actions requested as part of this item have a no impact to the City's General Fund. Construction costs for this project were paid by the Developer.

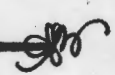
ECONOMIC DEVELOPMENT/JOBS CREATED

By accepting this project as complete will not directly create new jobs, but rather maintain current employee levels of the developer until such time the project is fully built-out.

Routing Approval:

 ACM
  JP
  FIN
  N/A
  IT
  RS
  ATTY

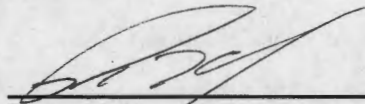
AGENDA ITEM

6.5 

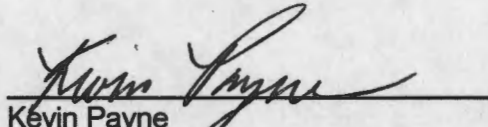
ENVIRONMENTAL REVIEW

The Council action of accepting Diamond Creek 31B, Village 2 CWJ# 130042, as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)). Adoption of Diamond Creek 31B, Village 2 CWJ# 130042, does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully submitted,



Richard Chapman
Construction Inspection Supervisor

bms 

Kevin Payne
Development Services Director

APPROVED:



Ray Kerridge
City Manager

Attachments:

1. Certificate of Completion
2. Resolution
3. Vicinity Map
4. Maintenance Bond Guarantee and Warranty Security

RESOLUTION NO. 15-80

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Diamond Creek 31B, Village 2 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the Diamond Creek 31B, Village 2 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book CC of Maps, Page 54 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as _____ Project was completed and accepted by the City of Roseville on _____. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was _____.

The surety on said project was _____.

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, MARC STOUT, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Certificate of Completion and know its contents and the facts stated therein are true.

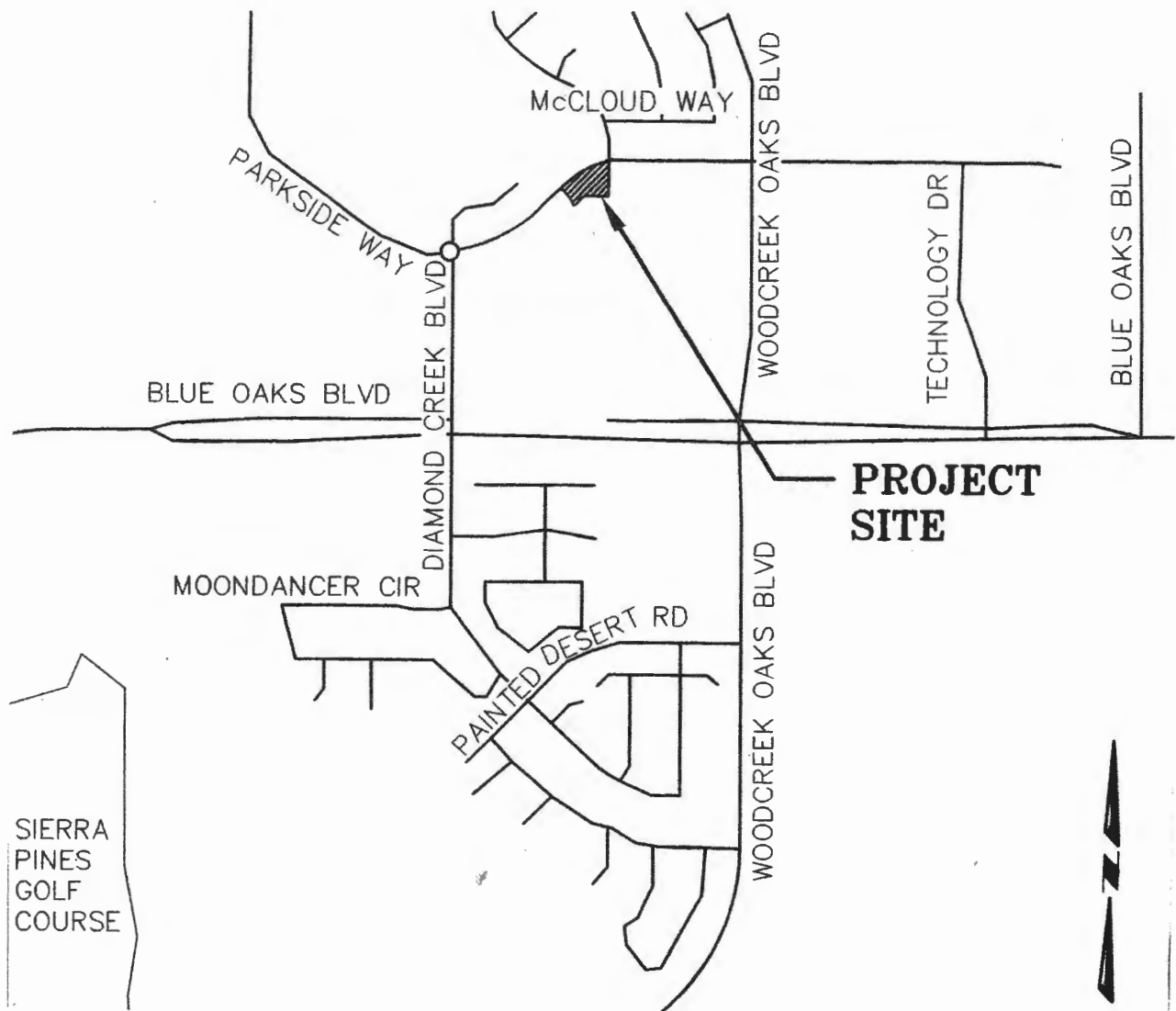
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

MARC STOUT
City Engineer
City of Roseville

STATE OF CALIFORNIA)
COUNTY OF PLACER)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2015, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State



VICINITY MAP
NO SCALE

DIAMOND CREEK 31 B
VILLAGE 2

City of Roseville

EXHIBIT A



COUNCIL COMMUNICATION

6687

City Clerk Use Only

DATE:	March 11, 2015
TITLE:	FY14/15 TDA Claim for the South Placer Transportation Call Center
CONTACT:	Michael Wixon, Alternative Transportation Manager, 774-5480 mwixon@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that the City Council approve the attached resolution shown in Exhibit A, authorizing the City Manager to execute the FY14/15 Transportation Development Act (TDA) claim of \$296,696 for the South Placer Transportation Call Center.

BACKGROUND

In FY08/09, the Placer County Transportation Planning Agency (PCTPA) Board adopted a finding that a centralized transit call center in south Placer County was an unmet transit need that was reasonable to meet. The PCTPA Board designated the Western Placer Consolidated Transportation Service Agency (WPCTSA) as the agency responsible to implement this finding. The WPCTSA Board, in turn, designated the City of Roseville as the transit agency best suited to operate a centralized call center.

On November 17, 2010 the Roseville City Council approved and authorized the City Manager to sign the Agreement between the City of Roseville and the Western Placer Consolidated Transportation Services Agency (WPCTSA) regarding the funding and operation of the South Placer Transit Information Center (a.k.a. Call Center). The Call Center became fully operational in April, 2011.

The TDA claim process is the mechanism by which the City funds the operation of the South Placer Call Center. In accordance with the Call Center Agreement, PCTPA allocates up to \$300,000 of TDA funds each fiscal year for the operation of the Call Center. City staff has successfully obtained \$50,000 of Federal Transit Administration (FTA) grant funding. This year's TDA claim amount for \$296,696, in addition to FTA grant funding, will fully fund the projected FY2015 operational costs.







FISCAL IMPACT

The projected total FY2015 costs of the transit call center are \$346,696. These expenses are covered by revenues from the TDA claim (\$296,696), and the FTA \$50,000 grant.


ECONOMIC DEVELOPMENT/JOBS CREATED

Operation of the Call Center provides employment for an equivalent of three and one-half (3.5) full time positions with the City's contracted transit service provider, MV Transportation.

Routing Approval:

 ACM
  FIN
  N/A
  IT
  RS
  ATTY

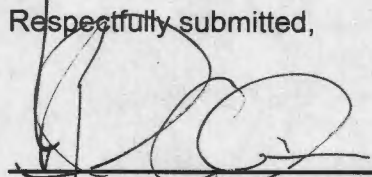
AGENDA ITEM

6.6 

ENVIRONMENTAL REVIEW

Exempt from environmental review as this is not a project defined by the California Environmental Quality Act (CEQA).

Respectfully submitted,



Michael Wixon, Alternative Transportation Manager



Rhon Herndon, Public Works Director

APPROVED:



Ray Kerridge,
City Manager

Exhibit:

- A. Resolution authorizing the City Manager to execute the Call Center TDA claim on behalf of the City.

RESOLUTION NO. 15-81

APPROVING AND AUTHORIZING EXECUTION OF THE 2014-2015
TRANSPORTATION DEVELOPMENT ACT CLAIMS TO THE PLACER COUNTY
TRANSPORTATION PLANNING AGENCY

WHEREAS, the California Public Utilities Code, commencing with Section 99200, and Title 21 of the California Code of Regulations, commencing with Section 6600, authorize local transportation funding available through the Local Transportation Fund and State Transit Assistance Fund established by the Transportation Development Act; and

WHEREAS, the Placer County Transportation Planning Agency is responsible for reviewing and approving annual transportation claims, and for making allocations from the Local Transportation Fund and State Transit Assistance Funds;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes and directs the City Manager to execute the 2014-2015 Transportation Development Act Claims to the Placer County Transportation Planning Agency, Local Transportation Funds for public transportation system purposes as authorized by Article 4, commencing with Section 99260 of the California Public Utilities Code and for streets and roads purposes authorized by Article 8, commencing with Section 99400 of the California Public Utilities Code, in an aggregate amount not to exceed \$296,696.00.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CLAIM FOR LOCAL TRANSPORTATION FUNDS
PUBLIC TRANSPORTATION SYSTEM PURPOSES

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Roseville

ADDRESS: 401 Vernon Street
Roseville, CA 95678

CONTACT PERSON: Mike Wixon, Alternative Transportation Manager

Phone: (916) 774-5980 Email: mwixon@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2014/2015 for public transportation system purposes (P.U.C. 99262) in the amount of \$ 296,696 to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant.

APPROVED:

PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

TITLE: _____

DATE: _____

BY: _____
(signature)

TITLE: City Manager

DATE: _____

TDA ANNUAL PROJECT AND FINANCIAL PLAN

This form will show the planned expenditures of all TDA funds claimed for the fiscal year. Briefly describe all projects which will be funded by current year TDA funds, provide the total cost of the project, and provide all sources of funding associated with the project. The project, costs, and funding should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) should balance for each project.

Claimant: _____ City of Roseville _____

Fiscal Year: _____ 2014/2015 _____

<u>Brief Project Description</u>	<u>Project Cost</u>	<u>Source of Funding & Amount</u>
Placer County Transportation Call Center Operations	OPERATIONAL COSTS: \$ 290,000 Contract Services \$ 25,178 All Other Operational Costs \$ 31,518 Reserve Fund \$ 346,696 TOTAL OPERATIONAL COSTS \$14,448 Operational Reserve \$81,872 Future Regional Mobility Management & Operational Reserve \$ 443,016 TOTAL COSTS	\$ 50,000 FTA Section 5307 \$296,696 LTF Transit \$ 346,696 TOTAL FUNDING \$ 96,320 Carry Forward \$ 443,016 TOTAL FUNDING Carry Forward Allocations: \$ 14,448 Operational Reserve \$ 81,872 Mobility Management Program \$ 96,320 Total
		Reserve/Carry Forward from: FY11 \$ 30,000 (Over budget \$12,090) FY12 \$ 29,632 (Over budget \$29,568) FY13 \$ 27,782 (Under budget \$13,846) FY14 \$ 28,861 (Under budget \$7,857) NET CUMULATIVE CARRY FORWARD: \$ 96,320



COUNCIL COMMUNICATION

#6709

City Clerk Use Only

DATE: February 4, 2015

TITLE: WaterSmart Software Program Service Agreement

CONTACT: Lisa Brown, EU Outreach & Programs Administrator,
lbrown@roseville.ca.us, 916-746-1710

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Recommend approval of a service agreement to WaterSmart Software to continue the current communication and outreach program for another year. The total estimated cost for the expanded program will not exceed \$80,000. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

WaterSmart Software is an informational program enabling participants to receive bi-monthly email (or printed) reports where they can view their actual water use and how they compare to households of similar house/lot size (see attached Appendix A for an example). The report also contains water efficiency tips and program recommendations tailored to their needs. Those that elect to participate will have access to an interactive portal where they can view additional information about their water usage including interactive graphs displaying historical water use, comparisons to the water consumption of similar sized households and a full list of the City's efficiency programs and water efficiency tips. In the portal, they can update their household information (# of family members, water upgrades completed, etc.) ensuring a closer comparison with like households.

The program has been in effect since February 2013 and has had great success. Staff has seen an average 5.9% savings from participants amounting to 357 acre foot saved from participants with increased customer engagement and program participation. This agreement is for a one year term.

Under the current water supply conditions, a program such as this provides staff the opportunity to easily communicate drought specific messaging, clearly communicate current and historical water usage patterns and project what a stated water usage reduction would look like to each participant.





FISCAL IMPACT

Funding in the amount of \$80,000 was included in the FY14/15 Water Efficiency budget.

ECONOMIC DEVELOPMENT/JOBS CREATED

Updating the ordinance is not expected to result in jobs created or economic benefit.

Routing Approval:

 ACM  FIN  IT  ATTY

AGENDA ITEM

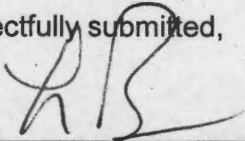
6.7



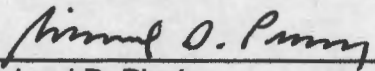
ENVIRONMENTAL REVIEW

The Water Efficient Landscape Ordinance update is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully submitted,



Lisa Brown
EU Outreach & Program Administrator



Richard D. Plecker
Director of Environmental Utilities

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-82

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY
AND BETWEEN THE CITY OF ROSEVILLE AND WATERSMART SOFTWARE, INC.
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement regarding the Water Conservation and Engagement Program, by and between the City of Roseville and WaterSmart Software, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment to professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Water Conservation and Engagement Program

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Roseville, a municipal corporation ("CITY"), and WaterSmart Software, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated March 19, 2014 ("Agreement") regarding water conservation and engagement program including Home Water Reports, The Customer Portal, and the Utility Dashboard ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include an additional one (1) year term and additional services as described in CONSULTANT's letter/proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide the additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay seventy-nine thousand four hundred and thirty-five dollars (\$79,435.00), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to one hundred fifty-four thousand four hundred thirty-five dollars (\$154,435.00).”

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2015, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

WATERSMART SOFTWARE INC., a
Delaware corporation

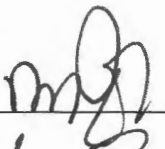
BY: _____
RAY KERRIDGE
City Manager

BY: Robin Gintrop
its: CHIEF EXECUTIVE OFFICER


ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Vice President

APPROVED AS TO FORM:

BY: 
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

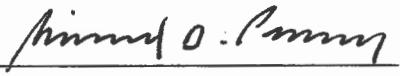
BY: 
RICHARD PLECKER
Director of Environmental Utilities

EXHIBIT “A”



**City of Roseville
Extension of Services Agreement**

WaterSmart Software, Inc. ("WaterSmart") and the City of Roseville ("Utility") would like to confirm an extension of their Services Agreement originally dated March 19, 2014 (the "Agreement"). The current term of the Agreement ends on March 19, 2015. WaterSmart and Utility agree to extend the Agreement for an additional period, which will begin immediately upon the expiration of the current term and will end on March 19, 2016.

Unless otherwise specified herein, WaterSmart will provide the same services previously listed in Appendix A, the Scope of Work, of the Agreement. Pricing for this extension term and any changes in scope are listed below. All other terms and conditions previously agreed to in the Agreement, including insurance requirements and provisions, remain in force.

Changes in Scope:

Additions:

Home Water Report Recipient Group "Top-Off":

The number of accounts eligible for Home Water Reports may decline through account closure or other normal utility operations. WaterSmart will, on an annual basis, review the number of recipients receiving Home Water Reports and, if necessary, add additional recipients to the experimental group should a decline in the total number of recipients have occurred over the course of the year. Additional recipients will be randomly selected from the non-control population, and their Reports will be sent digitally where valid email addresses are available, and in print otherwise.

Omissions:

Welcome Letters:

No welcome letters will be produced or delivered due to the fact that no new residential accounts have been added to the Home Water Report recipient group.

Surveys:

No surveys will be produced or delivered due to the fact that no new residential accounts have been added to the Home Water Report recipient group.

Training:

The section of the SOW that previously covered training has been removed as training has already occurred.

Launch Schedule:

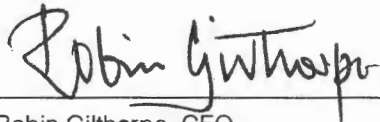
The section of the SOW that previously covered Launch Schedule has been removed as the program has already been launched.

The pricing and invoicing schedule for services during this extension term are shown below in Table 1.

Table 1: Invoicing Schedule

Program Feature	Description	Fee	Invoicing schedule
Software as a Service Fee Per 12 Month Implementation Term	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Home Water Reports throughout Program, and Support & Customer Service	\$79,435	Upon Agreement Signing
Total Fee		\$79,435	

IT IS SO AGREED.



Robin Gilthorpe, CEO
WATERSMART SOFTWARE, INC.

Date: 2.24.2015

Ray Kerridge, City Manager
City of Roseville

Date:

Exhibit A: Scope of Work for Continued Services

PROGRAM AT A GLANCE

Program Overview

- Program Length: 1 12-month term
- Total Accounts:
 - 40,000 Single Family Residential (SFR) Accounts
- Participants: Rolling Enrollment
- Meter Data: AMI (includes interval consumption data on Portal and Alerts)
 - X AMR/Other
 - X Rolling Reads

Home Water Reports

- Recipients: 19,500 Accounts
- Control Group: 700 Accounts
- Frequency: 6 cycles per account per term

Dashboard and Portal

- Customer Portal:
 - Access for up to 40,000 SFR accounts
- Utility Analytics Dashboard: Profiles for 40,000 SFR accounts

SECTION 1: PURPOSE, ROLES AND TIMELINE

WaterSmart Software ("WaterSmart") transforms utility consumption data into an effective water-use efficiency and customer engagement program. The City of Roseville ("Utility") has contracted with WaterSmart to implement a customer engagement program to serve its residential population. The program engages customers about their water use while improving customer satisfaction and water-use efficiency. The WaterSmart solution also provides robust program reporting and data analytics to the Utility. WaterSmart is enthusiastic about Roseville's goals and is prepared to provide these services as quickly as possible to help Roseville accomplish its short and long-term objectives.

The program is comprised of the following elements, which are explained in more detail below:

- Home Water Reports: Customized reports mailed or emailed to each participant
- WaterSmart Customer Portal: Additional engagement and information for residents
- Utility Analytics Dashboard: Program performance and analytics for Utility staff

As a software-as-a-service (SaaS) provider, WaterSmart will provide all major program elements to the Utility:

- creation and delivery of Utility-branded Home Water Reports to Utility residential water customers;
- hosting of WaterSmart Customer Portal and Utility Analytics Dashboard; and
- measurement and verification to allow the Utility to evaluate the program.

The Utility is responsible for providing WaterSmart key program inputs including residential account information, regular feeds of residential meter data, and logos and contact information. The Utility will also be responsible for timely feedback and input on key program elements. Utility will maintain responsibility as the primary contact for residential customer inquiries and technical assistance.

WaterSmart and the Utility shall each designate a single person as Program Manager for the program. All Utility decisions shall be channeled through the Utility Program Manager. In addition, Utility shall designate a Data contact who is responsible for providing the data indicated below.

This scope of work and agreement cover services rendered over term of the agreement. The exact timing and duration of services may vary depending on Utility resource levels, data availability, and other unforeseeable events. WaterSmart will endeavor to adhere to the proposed schedule. Utility's responsiveness and prompt provisioning of necessary program inputs is also critical to schedule adherence. A proposed schedule is provided in Exhibit C, Schedule of Performance.

SECTION 2: PROGRAM IMPLEMENTATION

The WaterSmart Program includes several key elements including Home Water Reports, the WaterSmart Customer Portal and the Utility Analytics Dashboard.

Home Water Reports

Design

The format, design and content of Home Water Reports will be based on existing WaterSmart documents, current versions of which are shown in Appendix A, Figure 1 and Figure 2. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features. Appendix A, Figure 3 and 4 show the customizable content in each Home Water Report.

Custom Messaging

The Utility will have the opportunity to request additional customized messaging during the program. The Utility may provide one custom message request per Home Water Report cycle. The custom message request must fit the specifications provided in Appendix A, Figure 3 and 4. WaterSmart will provide a form for Utility staff to use to specify the duration of relevance and audience of a custom message request. Utility should provide custom requests with at least two weeks notice before the first shipment send of a Home Water Report cycle if it would like the custom messaging to be included in that cycle.

Recipients

WaterSmart will send Home Water Reports to the residential experimental group (the Experimental and Control Group design is covered in Section 4 of this document.) The number of recipients (specified in the Program at a Glance) may vary slightly in any cycle of Home Water Reports based on the availability of valid meter data available for each account and the number of new or closed accounts in a given period. Home Water Reports will be sent digitally where valid email addresses are available, and in print otherwise.

The number of accounts eligible for Home Water Reports may decline through account closure or other normal utility operations. WaterSmart will, on an annual basis, review the number of recipients receiving Home Water Reports and, if necessary, add additional recipients to the experimental group should a decline in the total number of recipients have occurred over the course of the year. Additional recipients will be randomly selected from the non-control population, and their Reports will be sent digitally where valid email addresses are available, and in print otherwise.

Number of Cycles and Shipments per Report

Each enrolled household will be eligible to receive a Home Water Report in each of the 4, 6 or 12 cycles of reports per term, as specified in the Program at a Glance. Some accounts may receive fewer Home Water Reports due to a missed or incorrect reads, or a closing or opening of a new account with the Utility.

Each cycle of reports can be sent in one or more shipment, with each shipment going to a subset of households. WaterSmart will ship Home Water Reports based on the schedule in which the Utility transfers billing data to WaterSmart. For utilities which provide account billing data to WaterSmart on a rolling basis (with billing data for a subset of accounts transferred each day or each week), WaterSmart will send out shipments for each cycle on a weekly basis. For utilities which provide account billing data to WaterSmart once per billing period, WaterSmart will send each cycle of Home Water Reports in a single shipment.

The schedule of these shipments is given below:

Table 2: Schedule of HWR Shipments

Utility Transfers Billing Data to WaterSmart:	WaterSmart Sends Shipments of each HWR cycle:
Weekly	Weekly
Bi-Monthly	Bi-Monthly

Customer Portal

The WaterSmart Customer Portal, available online and through a mobile interface, provides the Utility's residential customers with a valuable tool to better understand their water use, learn ways they can reduce their water consumption, and create a water and money-saving action plan. Screenshots of the Customer Portal are shown in Appendix B.

If Utility has contracted with WaterSmart to provide interval data (typically for those utilities with Advanced Metering Infrastructure (AMI)), the Customer Portal will also show hourly and daily data to those customers with interval data. This data will be shown in a "Real Time" tab, as shown in Appendix B. Accounts without interval data will not display a "Real Time" tab.

WaterSmart will host the Customer Portal and will be responsible for all maintenance and security (for more on security and privacy, see Data Security and Privacy in Section 4).

Utility Analytics Dashboard

The Utility Analytics Dashboard provides Utility staff with information and analytics on the WaterSmart program implementation and their customers' water use. The Dashboard includes data for all customer classes whose data is provided to WaterSmart, including Single Family Residential; Multi-Family Residential, CII (Commercial, Institutional and Industrial) and Irrigation-Only accounts. Screenshots of the Utility Analytics Dashboard are shown in Appendix C.

WaterSmart will host the Utility Analytics Dashboard and will be responsible for all maintenance and security (for more on security and Privacy, see Section 6). The Utility may use the Utility Analytics Dashboard to create individualized, separate logins for as many Utility staff as it wishes.

SECTION 3: PROGRAM DESIGN AND METHODOLOGY

Cohort Group

WaterSmart will create cohort groups of similar residences in order to maximize the relevance of water use comparisons and potential water savings. Cohort groups may include the following variables:

- Number of occupants per home (based on user-generated information and real-estate based estimates)
- Irrigable area (e.g. small, medium, large, etc.) to be determined based on home size and lot size information contained in real estate data obtained by WaterSmart, or optionally, provided by Utility if it already possesses such information
- Residence location (e.g. city, zip code, etc.) for utilities which span large areas

Experimental and Control Group

WaterSmart will use a randomized control group design to ensure the water saved as a result of the WaterSmart program can be accurately measured and verified. While the Experimental Group, as specified in the Program at a Glance, will receive Home Water Reports and access to the Customer Portal, the Control Group will not. This program design allows WaterSmart to compare the changes in water consumption and customer satisfaction of the participants versus the control group and provide the Utility with formal statistical results.

Within such a trial, the utility may wish to target certain sets of customers, for instance by geography or usage levels. WaterSmart will select both participants and control group members, at random, from accounts which meet those parameters. This targeting, if applicable, is specified in the Program at a Glance.

Measurement and Verification

WaterSmart reports changes in consumption for the experimental group versus a randomized control group selected from Utility's entire population of residential households. WaterSmart will update the efficiency study that details the change in water usage for the experimental versus control group, and load those results into the Utility Analytics Dashboard on at least a semi-annual basis. This evaluation is performed with a Fixed-Effects regression model using the consumption data for each household in the experimental and control groups. The efficiency study report will include percentage savings, GPD (Gallons per Day) savings and Acre Foot savings at the program level for all months after the first HWRs were sent.

Data Security and Privacy

WaterSmart will not share personally identifiable customer information or customer-specific water use information with any third party without prior consent from Utility. Data transferred to WaterSmart from Utility will be stored in a database dedicated to Utility and its WaterSmart project. The data will not be comingled with the data provided by any other entity; provided, however, that certain anonymous data may be copied and consolidated with data provided by one or more other entities for the research and product development purposes subject to the terms of the Agreement.

WaterSmart enacts standard controls, policies, and procedures to ensure the security of Utility's data and customer provided information, including but not limited to choosing a reputable cloud-server vendor with appropriate physical security of server infrastructure, secure public-private key-based login to all WaterSmart server infrastructure, password authentication on all Web site interaction, and audit logging.

WaterSmart will provide Utility with a private, password-protected FTP destination for regular delivery of the data. This secure FTP site will be hosted on WaterSmart's server infrastructure. Utility agrees to send data only through this secure channel and not through any other method.

SECTION 5: CUSTOMER SERVICE AND SUPPORT

Customer Service Support

Utility shall have the primary responsibility for providing customer service to Customers. WaterSmart will provide a list of Frequently Asked Questions to both enrolled Customers and Utility staff to facilitate this process. WaterSmart also provides the Customer Support section within the Utility Analytics Dashboard, which is designed to help customer service representatives respond to Customers.

WaterSmart's project manager will work with Utility's primary contact to assist in addressing additional customer issues. All inquiries from Utility customers outside the scope indicated above, including without limitation questions about water data, will be directed to Utility. WaterSmart will provide service and support to Utility's Project Manager regarding technical questions about WaterSmart's Customer Portal and Utility Analytics Dashboard Web applications and Home Water Reports between the hours of 9 a.m. and 5 p.m. PST on Monday thru Friday, excluding federal holidays.

Maintenance of Web Applications

WaterSmart will maintain commercially reasonable systems and controls designed to maximize monthly uptime and minimize unscheduled outages of the Customer Portal and Utility Analytics Dashboard. Excluding any down time for maintenance and/or upgrades, WaterSmart will make strong efforts to provide the customers and Utility with access to their respective Web applications on a continuous basis. WaterSmart will provide advance notification of any planned outages and will notify Utility without unreasonable delay if it detects or receives notice of any material problems relating to the Customer Portal and/or the Utility Analytics Dashboard.

WaterSmart's Web Applications include dynamic and interactive charts and tables that may not be compatible with older Internet browsers.

The Internet browser and operating system requirements are:

- Windows XP: Chrome 38+, Firefox 32+
- Windows 7, 8, 8.1: IE 9+, Chrome 38+, Firefox 32+
- Mac: Chrome 38+, Firefox 32+, Safari

Appendix A: Print Home Water Report

Figure 1: Sample Print Home Water Report

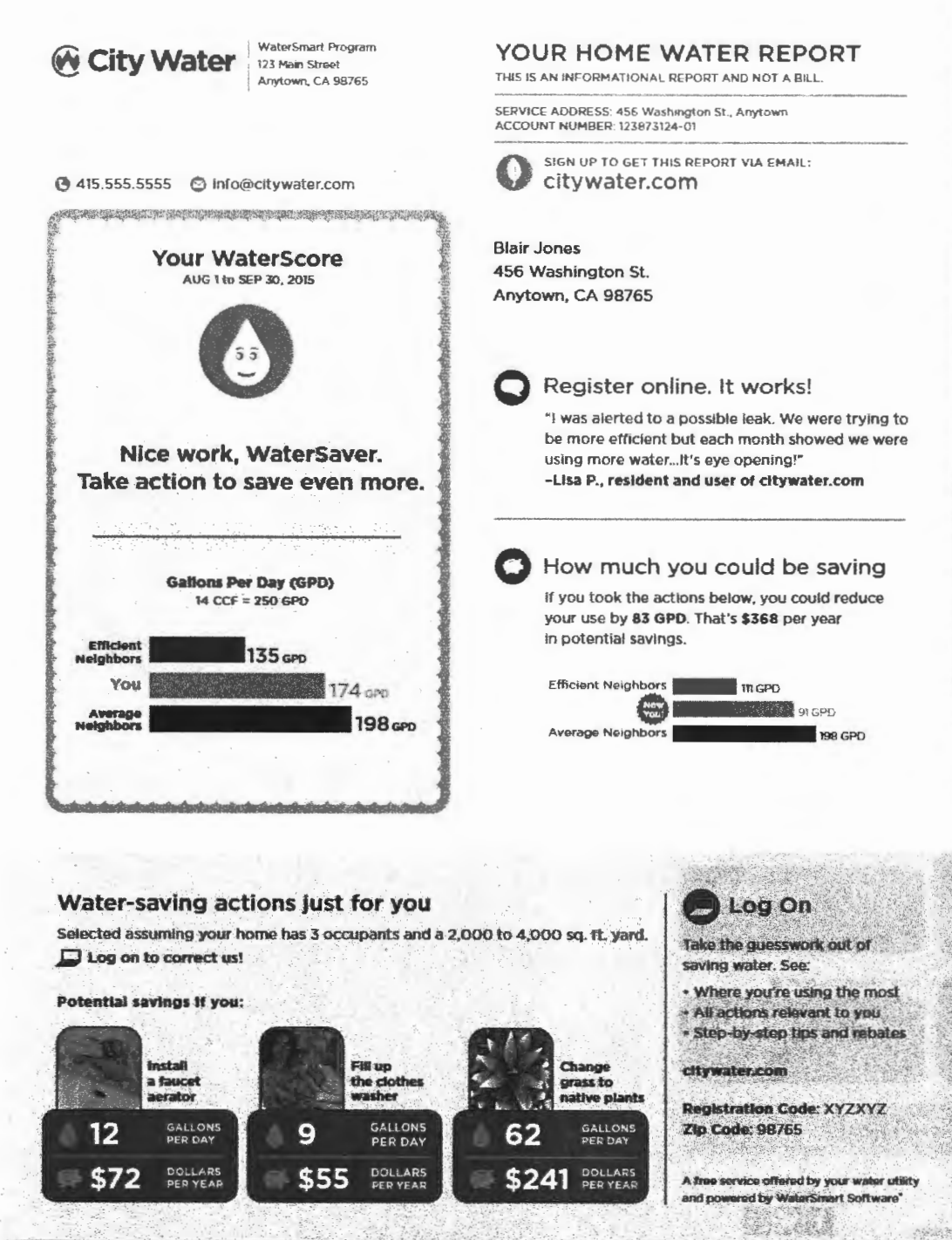


Figure 2: Sample digital Home Water Report

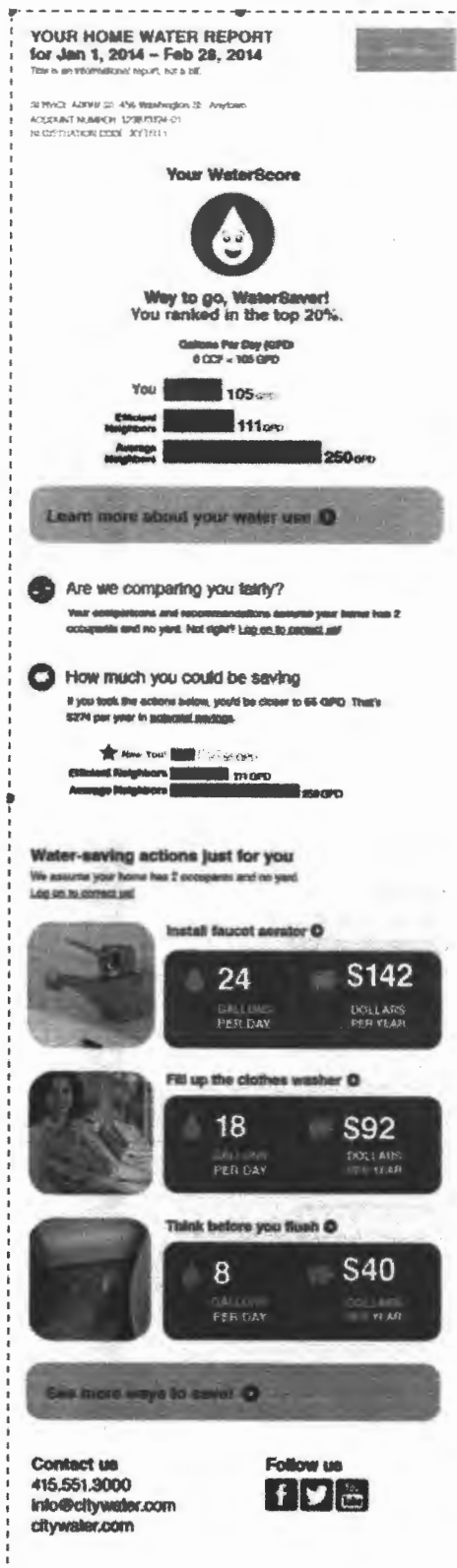


Figure 3: Customized Areas in Home Water Reports setup during Initialization

Settings supplied by utility

1. Utility logo
2. Utility address
3. Utility phone
4. Utility email, 25 char max
5. Program URL, 30 char max
6. Native units
7. Social media links

Defaults can be updated by request, within the space limitations of the report

- A. Program name
- B. WaterScore message
- C. Cohort descriptor
- D. 2 Registration keys

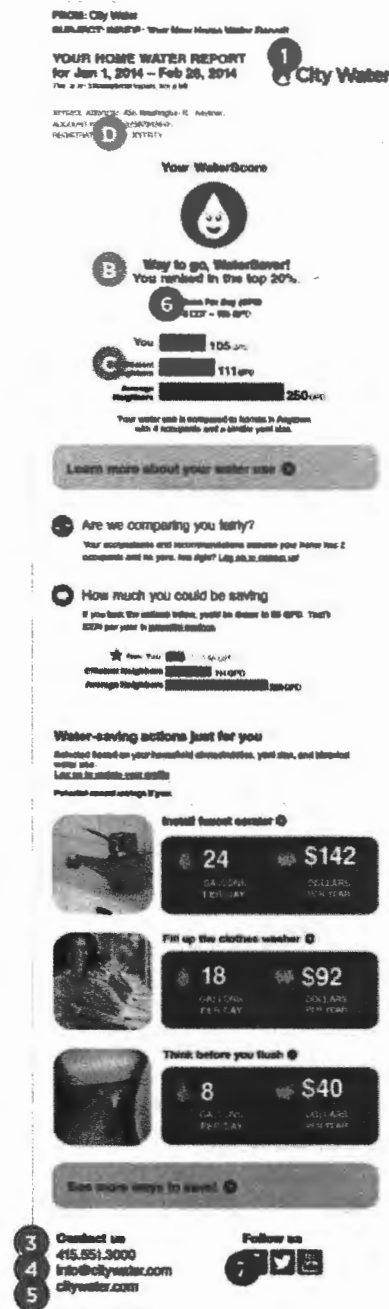
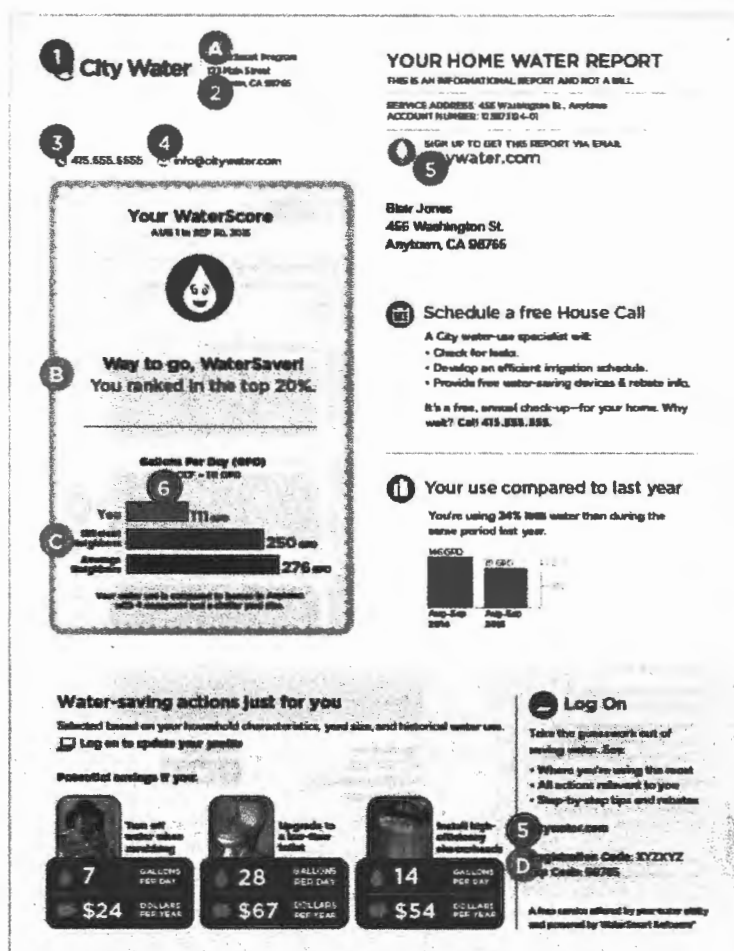


Figure 4: Additional Customizable Areas in Home Water Reports

Standard content supplied by WaterSmart per mailing

- i. WaterScore
- ii. 2 Rotating messages
- iii. 3 Rotating savings recommendations
- iv. Subject line

***Optional configurable message**

- 1 per mailing, text only
 Icon: white icon on gray background
 Headline: 3 to 6 words, 1 line max
 Body: 10-40 words, 7 lines max, 1 paragraph break max

WaterSmart Program
121 Main Street
Anytown, CA 98765

415.555.5555 info@citywater.com

YOUR HOME WATER REPORT

THIS IS AN INFORMATIONAL REPORT AND NOT A BILL.

SERVICE ADDRESS: 456 Washington St., Anytown
 ACCOUNT NUMBER: 0387514-01

SIGN UP TO GET THIS REPORT VIA EMAIL:
citywater.com

Elmer Jones
 466 Washington St.
 Anytown, CA 98765

Your WaterScore

AS OF 1 SEP 20, 2014

Way to go, WaterSaver!
 You ranked in the top 20%.

Customer Per Day (CPD)
 8 CPD - 10 CPD

You: 111cpd
 Efficient Neighbors: 250cpd
 Average Neighbors: 175cpd

Your water use is compared to homes in Anytown with 4 accounts and a similar yard size.

Schedule a free House Call

A City water-use specialist will:

- Check for leaks.
- Develop an efficient irrigation schedule.
- Provide free water-saving devices & rebate info.

It's a free, annual check-up—for your home. Why wait? Call 415.555.555.

Your use compared to last year

You're using 34% less water than during the same period last year.

Aug-Sep 2014: 234
 Aug-Sep 2013: 358

Water-saving actions just for you

Selected based on your household characteristics, yard size, and historical water use.

Log on to update your profile.

Potential savings if you:

- Turn off water when brushing teeth: 7 GALLONS PER DAY, \$24 PER YEAR
- Upgrade to a low-flow toilet: 28 GALLONS PER DAY, \$67 PER YEAR
- Install high-efficiency landscaping: 14 GALLONS PER DAY, \$54 PER YEAR

Log On

Take the guesswork out of saving water. Sign:

- Where you're using the most.
- All actions relevant to you.
- Step-by-step tips and videos.

citywater.com
 Registration Code: XYZXYZ
 Zip Code: 98765

A free service offered by your water utility and powered by WaterSmart Institute.

FROM: City Water

SUBJECT: 0387514-01 Your Home Water Report

IV

YOUR HOME WATER REPORT

for Jan 1, 2014 - Feb 28, 2014

Learn how WaterSmart can help you save.

Your WaterScore

Way to go, WaterSaver!
 You ranked in the top 20%.

Customer Per Day (CPD)
 8 CPD - 10 CPD

You: 111cpd
 Efficient Neighbors: 250cpd
 Average Neighbors: 175cpd

Your water use is compared to homes in Anytown with 4 accounts and a similar yard size.

Learn more about your water use.

Are we comparing you fairly?

Your characteristics and recommendations are based on your home size, 2 accounts and so forth. For more info, visit citywater.com.

How much you could be saving

If you took the actions below, you'd be closer to 10 CPD. That's 10% per year in potential savings.

★ Efficient Neighbors: 111cpd
 Average Neighbors: 175cpd

Water-saving actions just for you

Selected based on your household characteristics, yard size, and historical water use.

Log on to update your profile.

Potential savings if you:

- Install faucet aerator: 24 GALLONS PER DAY, \$142 PER YEAR
- Fill up the clothes washer: 18 GALLONS PER DAY, \$92 PER YEAR
- Think before you flush: 8 GALLONS PER DAY, \$40 PER YEAR

Log On

Take the guesswork out of saving water. Sign:

- Where you're using the most.
- All actions relevant to you.
- Step-by-step tips and videos.

citywater.com
 Registration Code: XYZXYZ
 Zip Code: 98765

A free service offered by your water utility and powered by WaterSmart Institute.

Contact us: 415.551.3000
info@citywater.com
citywater.com

Follow us:

Appendix B: Customer Portal

Figure 5: Screenshot of Customer Portal Home Tab

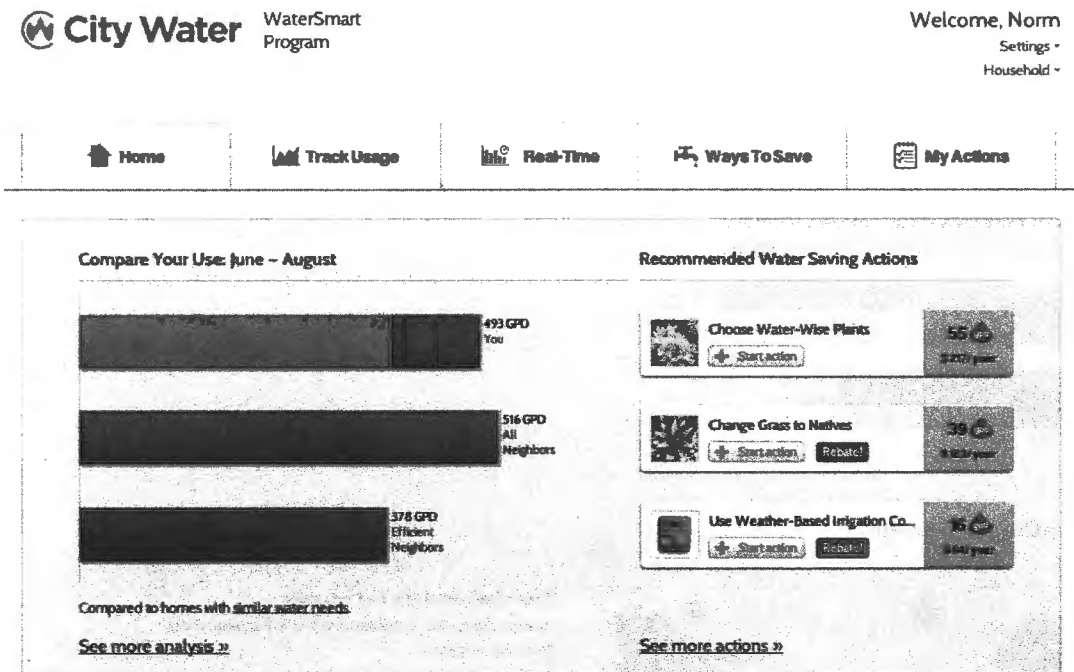


Figure 6: Screenshot of Customer Portal Real Time Tab

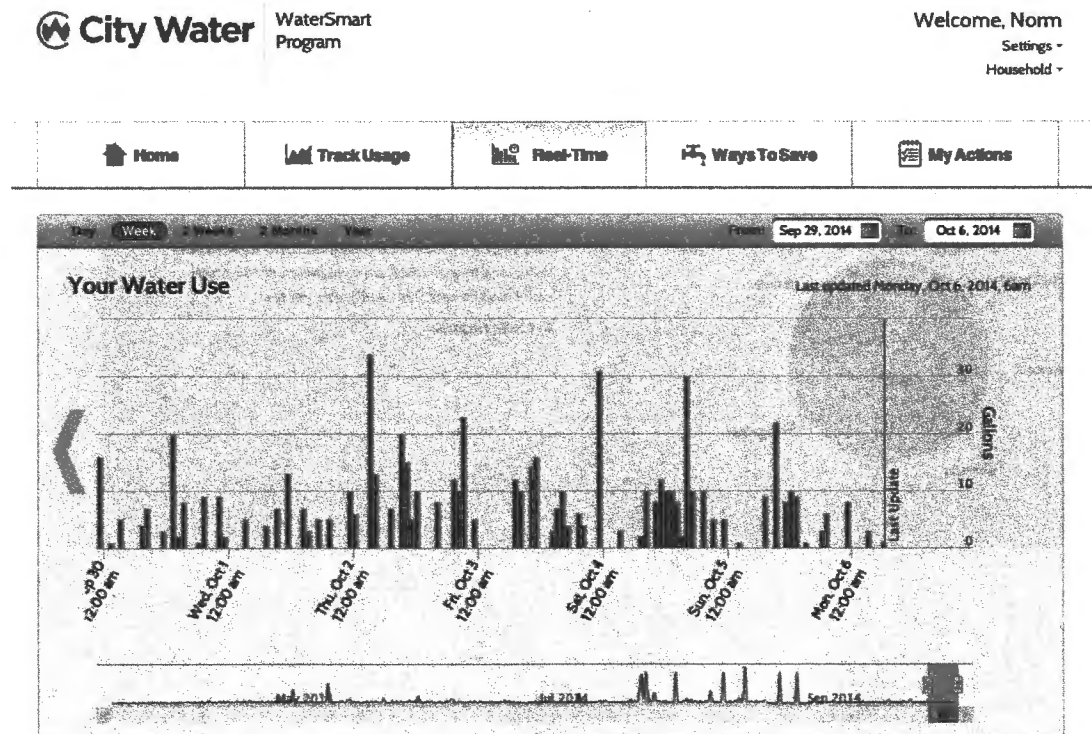


Figure 7: Screenshot of Customer Portal Track Usage Tab

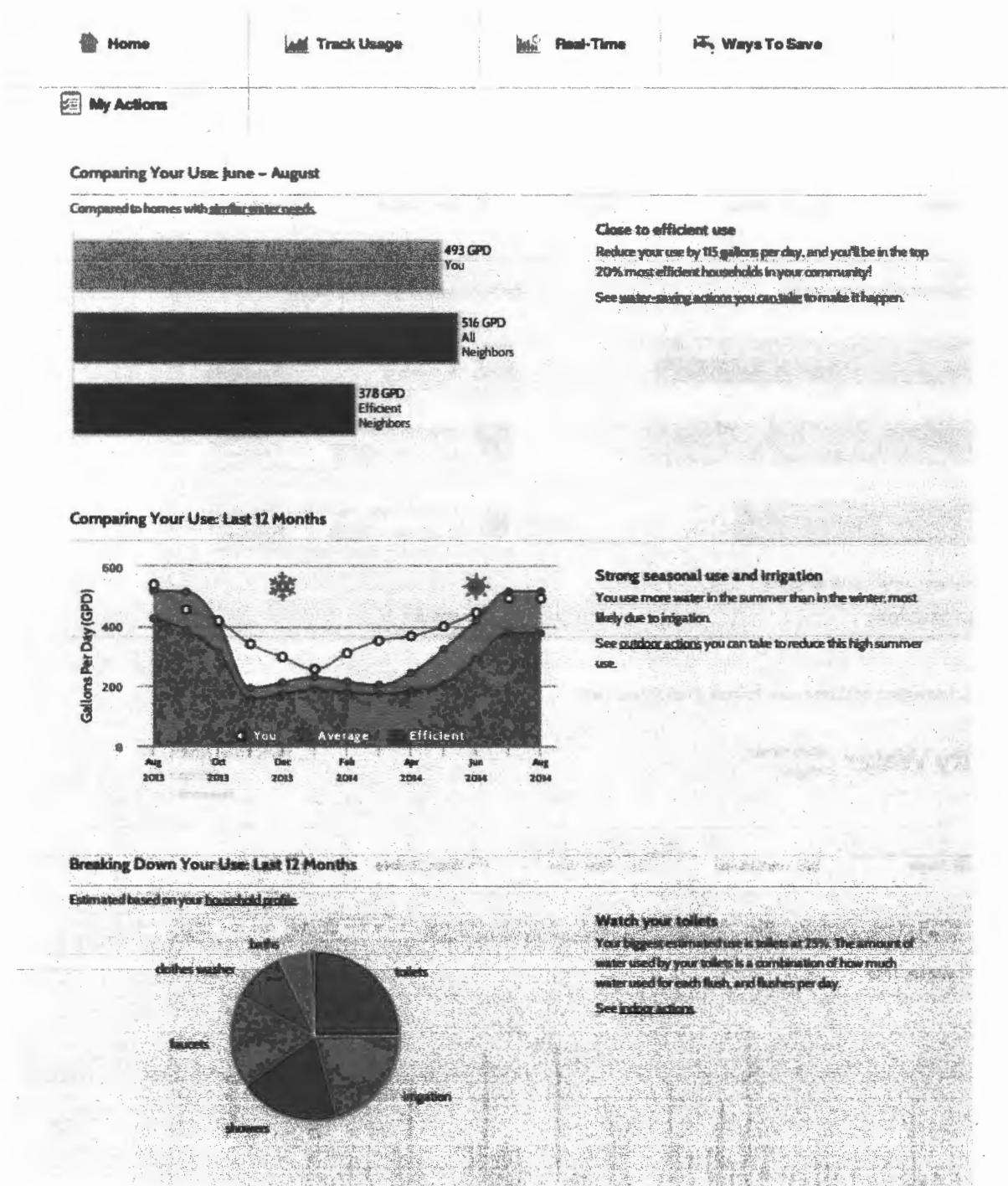


Figure 8: Screenshot of Utility Analytics Dashboard Program Summary Feature

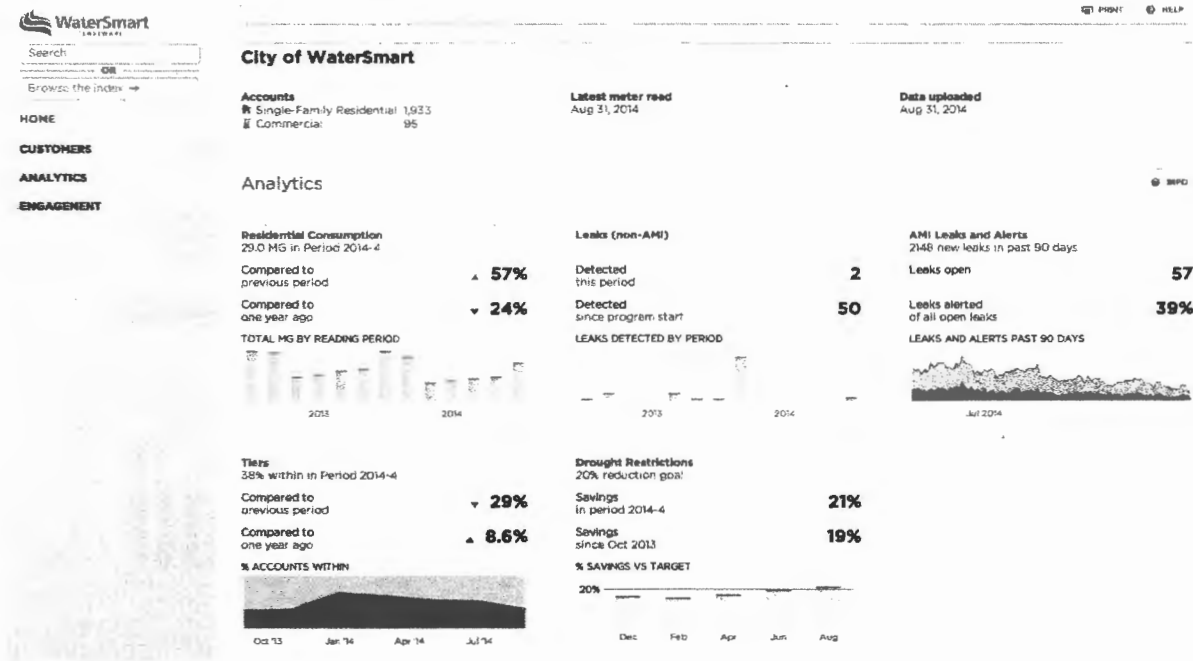


Figure 9: Screenshot of Utility Analytics Dashboard Customer Feature

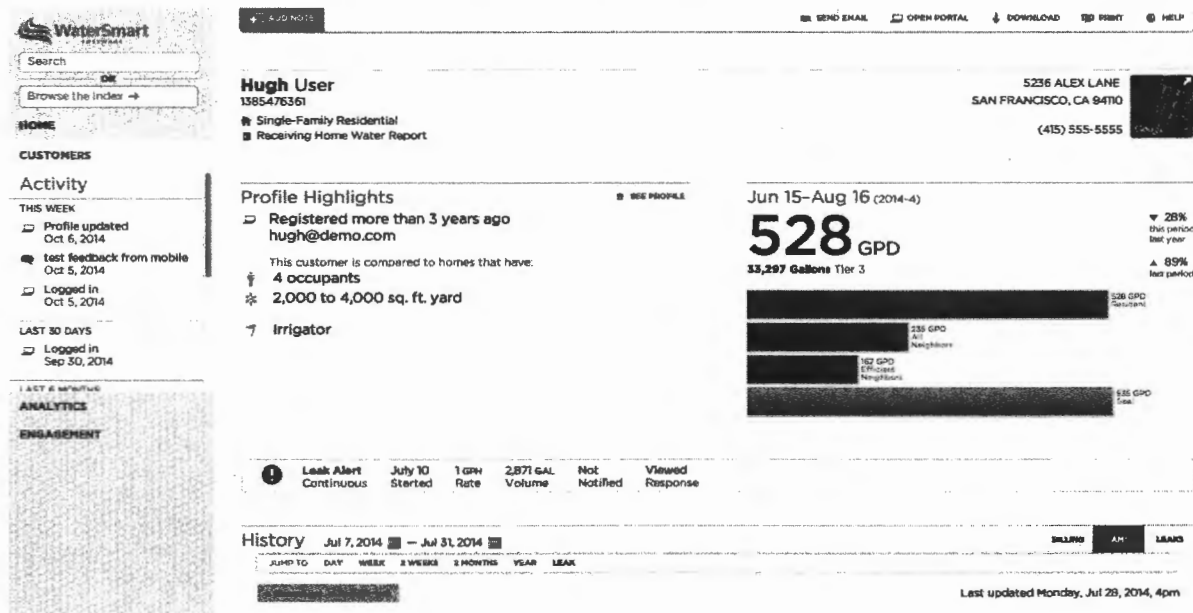


Figure 10: Screenshot of the Utility Analytics Dashboard Analytics Feature

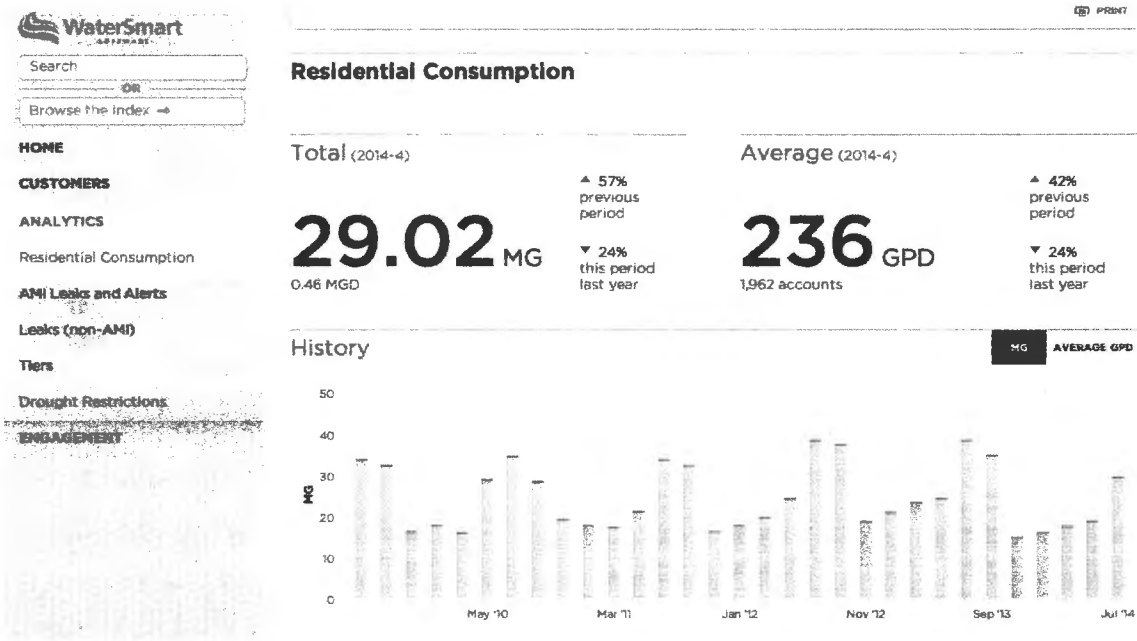


Exhibit A: Payment Terms

COMPENSATION

For items listed in the above Scope of Services, Utility shall compensate WaterSmart according to the Fee Schedule below.

Table 3: Fee Schedule

Program Feature	Description	Fee	Invoicing schedule
Software as a Service Fee Per 12 Month Implementation Term	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Home Water Reports throughout Program, and Support & Customer Service	\$79,435	Upon Agreement Signing
Total Fee		\$79,435	

CONTACT FOR INVOICES

Utility contact for all invoicing purposes is Lisa Brown, EU Outreach & Program Administrator

Lisa Brown
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747
lbrown@roseville.ca.us
916-746-1710

For any questions regarding WaterSmart Contracts, please contact Elaine He, Accounting Manager, ehel@watersmartsoftware.com, 415.366.8622 x 815. All written correspondence can be sent to:

Elaine He
WaterSmart Software
20 California Street, Suite 200
San Francisco, CA 94111

Exhibit B: Schedule of Performance

IMPLEMENTATION SCHEDULE

WaterSmart proposes the following schedule to complete all work required to fulfill the Scope of Work.

Table 4: 6 HWR Implementation Schedule

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
HWR Sends												
Program Check Ins												
Measurement & Verification												
Year End Review												

Exhibit C: Software-as-a-Service Provisions

SOFTWARE-AS-A-SERVICE PROVISIONS

BACKGROUND: WATERSMART's services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement.

A. WATERSMART's reservation of intellectual property rights

WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Utility acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Home Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by WATERSMART, and that Utility shall acquire no right or interest in the same except as follows.

Authorized employees and customers of Utility may during the term of the Agreement access and use the WATERSMART SaaS services, print and electronic Home Water Reports, Customer Portal, Utility Dashboard, and other deliverables provided to Utility by WATERSMART for purposes of Utility's water conservation program and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. Any rights not expressly granted herein are reserved by WATERSMART.

B. Utility's cooperation in providing necessary inputs

Deliverables to be provided by WATERSMART via its proprietary software require certain data from Utility. Utility shall provide WATERSMART with those data, records, reports, approvals and other inputs identified for Utility to provide in Appendix A or otherwise requested by WATERSMART. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by Appendix A. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and WATERSMART's use of aggregated data

All data, documents and other information received from Utility by WATERSMART for performance of this Agreement are deemed confidential and shall not be disclosed by WATERSMART without Utility's prior written consent (except to WATERSMART's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections). For this

purpose, Utility confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by WATERSMART; (ii) information that WATERSMART can demonstrate was in its possession prior to receipt from Utility; (iii) information received by WATERSMART from a third party who, to WATERSMART's knowledge and reasonable belief, did not acquire such information on a confidential basis from Utility; (iv) information WATERSMART can demonstrate was independently developed by it or a third party; or (v) information that WATERSMART is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to WATERSMART to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement.

D. Software corrections and third party acts; limitation of liability for SaaS services

In the event that WATERSMART's services fail to meet specifications or other requirements specified by Appendix A, Utility shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Utility, WATERSMART will promptly notify Utility and assist in mitigating any impact. For any types of liability not expressly specified above in this section, WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense and indemnity, or otherwise), shall in no event exceed (i) two times (2X) the amounts received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) available insurance proceeds from WATERSMART's carriers, whichever is higher. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for WATERSMART's services would be substantially higher without the aforementioned limitations which are customary for providers in the SaaS sector.

E. Technology and services infrastructure vendors

WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. WATERSMART utilizes a reputable third party vendor to perform printing and mailing services when included within the scope of WATERSMART's work. Since the referenced cloud hosting platform and printing and mailing vendors are integral components of WATERSMART's technology and services infrastructure used across its customer base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization is not considered subcontracting of WATERSMART's services under this Agreement.



COUNCIL COMMUNICATION

6710

City Clerk Use Only

DATE: February 23, 2015

TITLE: First Amendment to Professional Services Agreement with Carollo Engineers for Performance of UV System Testing & Peracetic Acid Evaluation

CONTACT: Bryan Buchanan / (916)746-1812 / bbuchanan@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Professional Service Agreement with Carollo Engineers for performance of UV System Testing and Peracetic Acid Evaluation.

BACKGROUND

The City of Roseville owns and operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP). The PGWWTP produces recycled water to supply irrigation customers as well as the Roseville Energy Park. Currently the PGWWTP produces Title 22 disinfected tertiary recycled water utilizing sodium hypochlorite for disinfection. One task of this contract was to validate the PGWWTP ultraviolet disinfection system for Title 22 compliance with the California Department of Public Health. Utilizing the ultraviolet disinfection system for Title 22 compliance will reduce laboratory testing, increase the amount of recycled water available operationally, and save on hypochlorite costs.

An additional task is being proposed to validate UV lamps at a 12,000 hour end of life. Currently UV lamps must be taken out of service at both the Dry Creek and Pleasant Grove WWTPs after 9,000 hours of use. This is a requirement for Title 22 compliance based on the original California Department of Public Health validation of the City's UV disinfection system. This will allow the City to extend the service life of the UV bulbs at both WWTP facilities saving approximately \$75,000 to \$100,000 annually in reduced UV lamp purchases.





The scope for this contract amendment includes:

- Biological testing to validate the disinfection effectiveness of the UV system
- Preparation and submittal of all regulatory reports
- Recirculation pumping necessary to perform biological testing

FISCAL IMPACT

The additional cost for the work included in this amendment is \$152,569. The revised not-to-exceed amount of this contract is \$235,869 and is funded in the FY14/15 Pleasant Grove WWTP (08427) and Dry Creek WWTP (08422) Operating Budgets.

Routing Approval:

AGENDA ITEM

#

6.8



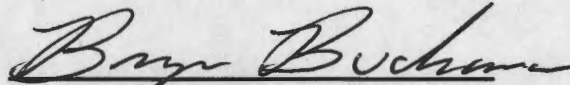
ECONOMIC DEVELOPMENT/JOBS CREATED

N/A

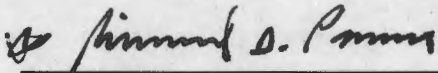
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Performance of UV System Testing & Peracetic Acid Evaluation Project and this Amendment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully submitted,



Bryan Buchanan
Principal Engineer



Richard D. Plecker
Director of Environmental Utilities

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-83

APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to agreement regarding the UV System Testing and
Peracetic Acid Evaluation project, between the City of Roseville and Carollo Engineers, Inc., has
been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said amendment is approved and that the City Manager is authorized to execute it on behalf of
the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: UV System Testing and Peracetic Acid Evaluation

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Carollo Engineers, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into an Agreement dated November 20, 2013 ("Agreement") regarding UV System Testing and Peracetic Acid Evaluation at the Pleasant Grove Wastewater Plant ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services of UV System Bioassay End of Lamp Life Factor Testing as described in CONSULTANT's letter/proposal which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay an amount not to exceed one hundred fifty-two thousand, five hundred sixty-nine dollars (\$152,569.00), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to two hundred thirty-five thousand, eight hundred sixty-nine dollars (\$235,869.00)."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

CAROLLO ENGINEERS, INC., a
Delaware corporation

BY: _____
RAY KERRIDGE
City Manager

BY: Cathleen Marks
its: Vice President

ATTEST:

and
BY: Cheryl T. Chel
its: VICE PRESIDENT

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: Robert R. Schmitt
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard S. Plecker
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT “A”

TASK ORDER NO. 3

City of Roseville
OWNER

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 20th day of November, 2013, in connection with:

UV System Testing and Peracetic Acid Evaluation
(Project)

PURPOSE

The work described in this scope of services is additional work to Task 1 and 2 that will be completed at the Pleasant Grove Wastewater Treatment Plant (PGWWTP). An overall project description that will be completed as part Task 3 is presented below.

Task 3-Pleasant Grove WWTP UV System Bioassay End of Lamp Life Factor (EOLL) Testing

The Hereaus lamps on the UV3000Plus system have been approved to operate up to 9,000 hours at an end of lamp life factor of 0.98. It is the desire of the City to perform end of lamp life factor testing with aged lamps that have been operated for 12,000 hours, so that they can use these lamps in the production of recycled water at the Pleasant Grove and Dry Creek WWTPs for an additional 3,000 hours. To be able to accomplish this, it is recommended that the California Department of Public Health now the Division of Drinking Water (DDW) be contacted to confirm that the division agrees with the concept that the aged lamps can be utilized to perform end of lamp life factor testing on a large scale at the WWTP. Assuming DDW approval, a revised testing protocol will be required that describes the additional spot-check bioassay tests to determine this 12,000 hour end of lamp life factor. Data analysis will need to be performed on the results from this additional bioassay testing and combined with the results of the previous testing conducted back in 2010, as well as the spot-check bioassay testing conducted as part of Task 1. A report containing the results of all three bioassay tests will then be submitted to DDW for their review and ultimate approval.

ENGINEER'S SERVICES

A detailed description of the subtasks that will be completed as part of this work is presented below.

Task 3.1- Negotiation and Meeting with DDW

A meeting will be held with DDW staff to discuss using aged lamps on the UV system at the PGWWTP to determine a new end of lamp life factor for the Heareaus lamp. This task will include preparation time that is required for this meeting.

Task 3.2-Protocol Development

Carollo will revise the previously approved test protocol that describes the spot-check bioassay tests conducted at the UV system startup, the spot-check bioassay tests that will be conducted as part of Task 1 to document the UV system performance at a maximum flow of 15 MGD, and the new spot-check bioassay tests described in this task that will be conducted to determine a new end of lamp life factor at 12,000 hours. This test protocol will be electronically presented to DDW in advance of testing for their review and approval. Carollo will hold two conference calls to discuss the proposed testing with DDW and address any comments. No additional face-to-face meeting with DDW has been allocated and if required this scope of work will need to be amended.

Task 3.3-UV System Bypass Pumping

To obtain the consistent elevated flowrates that must be tested during the spot-check bioassay testing of the UV disinfection system, temporary bypass pumping must be installed at the Pleasant Grove WWTP to recirculate flow around the UV system. Carollo will hire Pac Machine Co. to provide the bypass pumping system. The Pac Machine Co. scope of services will include 1) transporting all of the necessary equipment and supplies to the Pleasant Grove WWTP, 2) Obtaining any necessary permits required to operate these pumps, 3) unloading and installing the piping and pumping system, 4) testing to make sure the temporary pumping system can meet the desired flow rates, 5) training the Carollo staff who will be operating this temporary pumping system, 6) breaking down and uninstalling the temporary pumping system after the testing is completed, 7) loading all of the necessary equipment and supplies onto the trucks, and 8) transporting all of the necessary equipment from the Pleasant Grove WWTP to the Pac Machine facility. It is anticipated that the temporary pumping system will need to be rented for a period of 1.25 months. If the temporary pumping system must be rented for additional time, this scope of work will need to be amended. As a part of the Bypass Pumping task Carollo will coordinate and oversee the setup and take down of the bypass pumping with the city staff. In addition Carollo will provide a certified operator that will be onsite during the setup up, takedown, and testing of the pumping equipment and that will operate the bypass pumping system during the spot-check bioassay testing. The City staff will provide fuel for the generator for the temporary pump system and will bypass flow upstream of the UV system as needed during the operation of the temporary bypass pumping system.

Task 3.4a-Spot-Check Bioassay Testing

A series of 12 spot-check bioassay tests are proposed to be conducted. Nine of these tests will mirror the test conditions evaluated during 2010 bioassay testing, but with lamps that have been operated for 12,000 hours. Two of these tests will be conducted at a flow of 15 mgd with the 12,000 hour aged lamps and will mirror the bioassay tests that will be conducted as part of Task 1. The final test will be a no dose test for quality control. Expenses for materials (including MS2, sample pumps, etc), shipping, microbiological work, and travel to conduct 12 tests over three extended days of testing by two Carollo employees have been included in this budget..

Task 3.4b-Repeat Spot-Check Bioassay Testing (Optional Task – only to be done with City approval)

This optional task, which will only be done if Carollo is given City approval, includes the cost of labor and materials to repeat as necessary up to 12 spot-check bioassay tests in a timely

manner while the bypass pumping system is onsite. Expenses for materials (including MS2, sample pumps, etc), shipping, microbiological work, and travel for two people to conduct 12 tests over three extended days have been included in this budget. If the CDPH requires that more than the 12 additional tests be completed this scope of work will need to be amended.

Task 3.5- Analysis of Results-Revise Memo

Carollo will analyze the data generated during the spot-check bioassay testing that was conducted as part of Task 3.3. Based on the results of this additional spot-check bioassay and the data analysis a new end of lamp life factor for 12,000 hours will be developed. These results will be included in a draft and final report that will present the results of all of the bioassay tests conducted in 2010 as well as Task 1 and 3 of this project. The draft report will be submitted to the City for review. The final report will address City comments to the draft report and will be submitted to the CDPH.

Task 3.6-Project Management

This task includes time for management of the project, email/phone correspondence, and preparation of a monthly progress report summarizing the work conducted during each month and the work anticipated to be conducted in the coming month.

TIME OF PERFORMANCE

Carollo will begin work on Tasks 3.1, 3.2, 3.3 and the coordination with the lab for Task 3.4 upon the Notice To Proceed. The testing dates for the spot-check bioassay testing will depend on the lab schedule and Carollo's availability. The lab requires two-weeks notice to prepare virus for testing. The final report will be prepared and submitted to CDPH within five business days upon receipt of comments.

OPTIONAL SERVICES

The optional task 3.4b will only be completed after task 3.4a is completed if it is determined that these optional services are needed and if given City approval.

PAYMENT

A table summarizing the cost of services for each task is attached. The total cost for completing the work detailed in this scope of work is not to exceed \$152,569.

Other assumptions:

Task 3

- Bypass pumping will be used to recirculate flow using a bypass pumping system provided by Pac Machine Co so that the required flow rates of 1.5 to 15 mgd to one channel can be maintained for several hours.
- The City staff provide fuel for the generators that run the bypass pumps.
- The City staff will provide a clean channel to perform the testing over a three-day period.
- The lamps in the banks to be tested will be aged lamps. Each lamp will have a minimum of 12,000 hours of operation on them. The quartz sleeves will be hand cleaned by City staff. Carollo will visually inspect the lamps to ensure that they are clean prior to bioassay testing being conducted.

- The cost of MS2 and MS2 analyses for 12 tests are included in Task 3a of this scope of work.
- The cost of MS2 and MS2 analyses for 12 additional tests if rework is required is included in optional Task 3b of this scope of work.
- Cost for supplies to conduct this testing are included in the scope of work.
- It is assumed that during the testing when water is being recirculated in the UV system, the tertiary effluent will be bypassed to the storm water ponds.
- It is assumed that this testing may require the plant staff to work three extended days to facilitate the bioassay testing.

EFFECTIVE DATE

This Task Order No. 3 is effective as of the ____ day of _____, 20__.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 3 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

OWNER

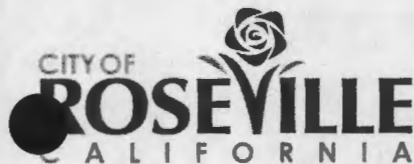
Accepted this ____ day of _____,
2014

By: _____

By: _____
Officer

By: _____

LABOR AND COST ESTIMATE TASK 3																					
City of Roseville																					
PLEASANT GROVE WASTEWATER TREATMENT PLANT UV SYSTEM BIOASSAY AND EOLL TESTING																					
Task	Task Description	CSM	QA/QC	PM	PE	OS	WP	Total Hours	Direct Labor Cost	MS2 Lab	Bypass Pumping	Fee on Sub 10%	PECE		Meals	Supplies	Mileage Trips	ODC Cost	Fee on ODC 10%	Total Fee By Task	Total Cost
													\$11.70								
3.1	NEGOTIATION & MEETING WITH CDPH																				
	Negotiation & Meeting with CDPH staff in Sacramento	2	0	12	2	0	0	16	\$3,904	\$0	\$0			\$187		\$0	1	\$34	\$221	\$22	\$4,147
3.2	PROTOCOL DEVELOPMENT																				
		0	2	14	12	0	1	29	\$6,724	\$0	\$0			\$339		\$0	0	\$0	\$339	\$34	\$7,097
3.3	BYPASS PUMPING																				
		2	0	20		32	1	55	\$11,272	\$0	\$36,924	\$3,692	\$644	\$60			5	\$237	\$941	\$94	\$52,923
3.4a	SPOT-CHECK BIOASSAY TESTING																				
		0	0	40	4	36	0	80	\$17,132	\$14,052		\$1,405	\$936	\$90	\$1,600	6	\$254	\$2,880	\$288	\$35,757	
3.5	ANALYSIS OF RESULTS - REVISE MEMO																				
	Development of the EOLL Section in the Results Memo	2	4	30	30	4	4	74	\$16,728	\$0	\$0			\$866			0	\$0	\$866	\$87	\$17,680
3.6	PROJECT MANAGEMENT																				
	Project management activities	2	0	8	0	0	0	10	\$2,482	\$0	\$0			\$117			0	\$0	\$117	\$12	\$2,611
	GRAND TOTAL	8	6	124	48	72	6	264	\$58,242	\$14,052	\$36,924	\$5,098	\$3,089		\$1,600	12	\$525	\$5,364	\$536	\$120,216	\$120,216
CSM	Client Service Manager																				\$58,242
PM	Project Manager																				\$56,074
QA/QC	Quality Control/Check																				\$5,364
PE	Project Engineer																				\$536
OS	Operations Specialist																				
WP	Word Processor																				
Total Labor = \$58,242 Total Fee of Subs = \$56,074 Total ODCs = \$5,364 Total Fee on ODC = \$536 TOTAL = \$120,216																					
Note: Task 3.4b is optional																					
3.4b	REPEAT SPOT-CHECK BIOASSAY TESTING																				
		0	0	32	4	29	0	65	\$13,920	\$14,052		\$1,405	\$761	\$90	\$1,600	6	\$254	\$2,705	\$270	\$32,352	\$32,352
	GRAND TOTAL	0	0	32	4	29	0	65	\$13,920	\$14,052	\$0	\$1,405	\$761		\$1,600	6	\$254	\$2,705	\$270	\$32,352	\$32,352
Total Labor = \$72,162 Total Fee of Subs = \$71,531 Total ODCs = \$8,069 Total Fee on ODC = \$807 TOTAL = \$152,569																					



COUNCIL COMMUNICATION

6689

City Clerk Use Only

DATE: February 24, 2015

TITLE: Powerex Renewable Energy Purchase

CONTACT: Philip McAvoy / x5689 / pmcavoy@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute the attached 10 year renewable energy purchase agreement with Powerex Corporation. The total cost of the purchase is \$11,482,500.

BACKGROUND

The State of California's Renewable Energy Portfolio Standard (RPS) legislation requires electric utilities to increase the amount of energy they receive from renewable sources to 33% by 2020. To meet this increasing need, Roseville Electric has been negotiating supply agreements with counterparties and has procured sufficient renewable energy to satisfy the RPS requirements through 2016.

In late 2014, Roseville Electric solicited additional renewable energy offers. Powerex Corporation provided the lowest priced bid with a 10 year term. By regulation, purchase agreements of 10 years or greater provide flexibility to "bank" renewable energy and move quantities from one year to another. Additionally, Powerex has an AAA credit rating.

The agreement with Powerex provides Roseville with 75,000 megawatt hours (MWh) of renewable energy per year. The cost of the renewable attribute is \$10.00 per MWh in 2016 increasing to \$18.35 per MWh in 2025. With this purchase Roseville will meet the State requirement of 33% renewable energy through 2024.

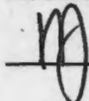
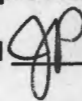
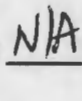
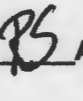

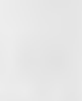
FISCAL IMPACT

The agreement provides 750,000 MWh of renewable energy over ten years. The total cost of the renewable attribute is \$11,482,500. The future cost of renewable energy was included in the financial projections in the 2012 Roseville Electric rate case.

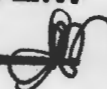
ECONOMIC DEVELOPMENT/JOBS CREATED

Not Applicable.

Routing Approval:

 ACM
  JP
  NIA
  IT
  PS
  ATTY

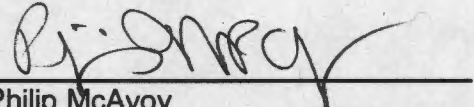
AGENDA ITEM

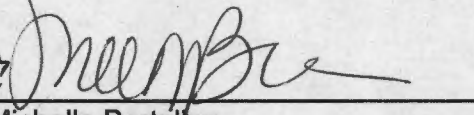
4.9 

ENVIRONMENTAL REVIEW

The agreement is not considered a "project" as defined by the California Environmental Quality Act ("CEQA") (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully submitted,


Philip McAvoy
Power Supply and Portfolio Administrator


Michelle Bertolino
Electric Utility Director

APPROVED:


Ray Keridge
City Manager

RESOLUTION NO. 15-84

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND POWEREX
CORP. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an International Swaps and Derivatives Association (ISDA) transaction confirmation for bundled energy and Green Attributes, between the City of Roseville and Powerex Corp., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Supply. Flexibility. Commitment.

**AGREEMENT BETWEEN
Powerex Corp. * and the City of Roseville**

This document (“**Confirmation**” or “**Agreement**”) confirms the agreement reached as of the Effective Date between Powerex Corp.* (“**Powerex**” or “**Seller**”) and the City of Roseville (“**Roseville**” or “**Buyer**”) regarding the sale and purchase of the Product in accordance with the ISDA Master Agreement dated as of January 21, 2009, and any and all annexes or schedules incorporated therein by reference pursuant to the terms thereof, including without limitation, the Schedule to the Master Agreement (the “**Schedule**”), including the Power Annex, the Credit Support Annex and the schedule thereto, each in force and effect from time to time between the Parties and as amended and supplemented by this Confirmation (collectively, the “**Master Agreement**”) under the following terms and conditions. Consistent with Section 1(c) of the Master Agreement, this Confirmation, together with all other transactions, confirmations and the Master Agreement, form a single integrated agreement and are not separate contracts.

Seller: Powerex

Buyer: Roseville

Transaction: This Transaction is for Buyer to procure bundled energy and Green Attributes, all in accordance with the terms and conditions of this Confirmation.

Product: **RPS Portfolio Content Category 1 – Renewable Energy**

RPS Portfolio Content Category 1 - Renewable Energy is comprised of energy and the equivalent quantity of Green Attributes generated by the Project which meets the criteria for Section 3203(a) of the CEC’s “Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities” dated August 2013 and Section 399.16(b)(1) of the Public Utilities Code.

The Parties recognize that a schedule of energy bundled with Green Attributes generated by a Project and scheduled either into the California Independent System Operator Balancing Authority (“**CAISO Balancing Authority**”) or, for deliveries from a Designated Facility located within the CAISO Balancing Authority, onto the grid controlled by the California Independent System Operator (“**CAISO**”), in each case in compliance with Section 3203(a) of the CEC’s Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities and 399.16(b)(1) of the Public Utilities Code, is a delivery to the CAISO and not directly to the Buyer. Scheduling energy bundled with Green Attributes generated by a Project either into the CAISO Balancing Authority or onto the CAISO-controlled grid shall constitute delivery of Renewable Energy to Buyer, provided the WREGIS Certificates evidencing the Green Attributes comprised in the Renewable Energy are transferred to Buyer as provided in this Confirmation.

Contract Price: The Contract Price for each MWh of Renewable Energy delivered to Buyer shall consist of the sum of the Energy Price and the Green Attribute Price, less the CAISO Import Credit, calculated as follows:

$$\text{Contract Price} = (\text{Energy Price} - \text{CAISO Import Credit}) + \text{Green Attribute Price}$$

Where:

"Energy Price" means the applicable day-ahead hourly, hour-ahead fifteen minute market, or real-time five minute market locational marginal price ("LMP") clearing price at the applicable Delivery Point(s), as published by the CAISO, per MWh of energy delivered.

"CAISO Import Credit" means the Energy Price paid by the CAISO to Seller.

"Green Attribute Price" means price per MWh for the applicable Delivery Period as set out in the following table:

<u>Delivery Period</u>	<u>\$/MWh</u>
January 1, 2016 – December 31, 2016	\$10.00
January 1, 2017 – December 31, 2017	\$13.40
January 1, 2018 – December 31, 2018	\$14.40
January 1, 2019 – December 31, 2019	\$14.40
January 1, 2020 – December 31, 2020	\$15.30
January 1, 2021 – December 31, 2021	\$16.30
January 1, 2022 – December 31, 2022	\$16.30
January 1, 2023 – December 31, 2023	\$16.30
January 1, 2024 – December 31, 2024	\$18.35
January 1, 2025 – December 31, 2025	\$18.35

Generation Period: For the purposes of this Confirmation and the Renewable Energy to be delivered pursuant hereto, the applicable generation period for such bundled energy and Green Attributes is January 1, 2016 through December 31, 2025 inclusive (the "**Generation Period**").

Delivery Term and Contract Quantity:

The Delivery Term for the Product is January 1, 2016, through the date that all Green Attributes transacted under this Confirmation have been delivered from Seller to Buyer in accordance with this Confirmation.

Contract Quantity

The total contract quantity is 750,000 MWh (the “**Base Contract Quantity**”), subject to any Quantity Adjustment (the “**Contract Quantity**”).

Delivery Period Quantity

Seller shall deliver to Buyer the Quantity of Renewable Energy during the delivery period (the “**Delivery Period**”) as set forth in the table below (“**Base Delivery Period Quantity**”), subject to any Quantity Adjustment and as set forth in Schedule “B” (the “**Delivery Period Quantity**”). Renewable Energy will be comprised of energy and associated Green Attributes generated by the Project and scheduled into the CAISO Balancing Authority or onto the CAISO-controlled grid.

<u>Product</u>	<u>Delivery Period</u>	<u>Base Delivery Period Quantity (MWh)</u>
Renewable Energy	January 1, 2016 – December 31, 2016	75,000
Renewable Energy	January 1, 2017 – December 31, 2017	75,000
Renewable Energy	January 1, 2018 – December 31, 2018	75,000
Renewable Energy	January 1, 2019 – December 31, 2019	75,000
Renewable Energy	January 1, 2020 – December 31, 2020	75,000
Renewable Energy	January 1, 2021 – December 31, 2021	75,000
Renewable Energy	January 1, 2022 – December 31, 2022	75,000
Renewable Energy	January 1, 2023 – December 31, 2023	75,000
Renewable Energy	January 1, 2024 – December 31, 2024	75,000
Renewable Energy	January 1, 2025 – December 31, 2025	75,000

All Quantity Adjustments shall be in whole MWh increments.

Deliveries of Renewable Energy are further described in the “Scheduling” section of this Confirmation.

The Green Attributes (RECs) will be delivered to Buyer within 20 Local Business Days of the creation of the RECs within WREGIS.

Green Attributes will be transferred to the WREGIS account named "City of Roseville".

Adjustment to Contract Quantity and Delivery Period Quantity

As of the Effective Date, for any Delivery Period, Buyer may elect to increase or decrease the Delivery Period Quantity for a Delivery Period by up to 3,750 MWh by providing written notice to Seller no later than July 1 of the preceding Delivery Period. If Buyer elects to increase or decrease the Delivery Period Quantity, the Contract Quantity shall be increased or decreased, respectively, by the same number of MWh. The Delivery Period Quantity for each Delivery Period may only be adjusted in accordance with this provision once.

RPS Procurement Revision Event:

Upon the occurrence of an RPS Procurement Revision Event, Buyer may make a one-time election to increase the remaining undelivered Delivery Period Quantity(ies) in the current and/or each subsequent Delivery Period by up to 7,500 MWh at the Contract Price.

Buyer must notify Seller in writing within 60 days of the RPS Procurement Revision Event becoming effective (or prior to such time if Seller agrees to accept such notice in advance) to exercise the election described above, failing which such election shall no longer be available. Buyer's notification must specify the quantity of MWh the Delivery Period Quantity is to increase for each of the remaining Delivery Periods. If Buyer elects to increase the Delivery Period Quantity, the Contract Quantity shall be increased by the same number of MWh. In order to increase the Delivery Period Quantity within a Delivery Period, Buyer must provide notice to Seller by July 1 of that Delivery Period otherwise the Delivery Period Quantity shall not be increased until the next Delivery Period.

RPS Portfolio Revision Event:

Upon the occurrence of an RPS Portfolio Revision Event, Buyer may make a one-time election to convert up to 25% of the remaining undelivered Base Delivery Period Quantity(ies) in each subsequent Delivery Period to Category 2 Product, which shall be effective upon entering into a new or revised confirmation between Buyer and Seller as described below.

Buyer must notify Seller in writing within 60 days of the RPS Portfolio Revision Event becoming effective (or prior to such time if Seller agrees to accept such notice in advance) to exercise the election described above, failing which such election shall no longer be available. Buyer's notification must specify the annual percentage of the Base Delivery

Period Quantity(ies) that shall be converted to Category 2 Product for each of the remaining Delivery Periods.

Upon receiving notice from Buyer that it has elected to convert part of the Base Delivery Period Quantity(ies) to Category 2 Product, the parties shall negotiate in good faith to finalize and execute (A) (i) an amendment to this Confirmation to reduce the Base Contract Quantity (and Contract Quantity) and Base Delivery Period Quantity(ies) (and Delivery Period Quantity(ies)) by the amount Buyer has elected to convert to Category 2 Product and (ii) a new confirmation to provide for the terms and conditions on which Seller will deliver the Category 2 Product (the “**Category 2 Confirmation**”) or (B) an amendment to or amendment and restatement of this Confirmation, as the Parties may agree, to reduce the Base Contract Quantity (and Contract Quantity) and Base Delivery Period Quantity(ies) (and Delivery Period Quantity(ies)) by the amount Buyer has elected to convert to Category 2 and to provide for the terms and conditions on which Seller will deliver Category 2 Product (the “**Revised Confirmation**”).

The Category 2 Confirmation or the Revised Confirmation, as the case may be, shall be substantially in the form of this transaction confirmation, subject to the following:

- the green attribute price for each MWh of Category 2 Product will be 50% of the Green Attribute Price for the applicable Delivery Period,
- provision(s) shall be included recording the intention of the Parties that Seller has the right to claim the RPS Adjustment (or any similar credits) to mitigate its Compliance Obligation associated with the delivery of incremental energy (or any similar delivery of energy associated with delivery of the Category 2 Product for California RPS Program purposes) under the Cap and Trade Regulations and Mandatory Reporting Rule and Buyer will provide proof of retirement of RECs by July 1 of the year following each Delivery Period (the “RPS Adjustment Provision”). In the event of any changes to the Cap and Trade Regulations or the Mandatory Reporting Rule (or any similar or successor legislation, rule or regulation) after the Effective Date, the Parties will negotiate in good faith and use commercially reasonable efforts to ensure the RPS Adjustment Provision reflects any such changes and confers upon the Seller the same or substantially similar rights and benefits intended by the RPS Adjustment Provision,
- there shall be no Quantity Adjustment provisions applicable to the Category 2 Product, and
- the Category 2 Confirmation or Revised Confirmation, as the case may be, shall include such product description and other changes or modifications as are necessary such that the energy and Green Attributes delivered pursuant to the Category 2 Confirmation or Revised Confirmation (other than Renewable Energy), as the case may be, will be eligible as Category 2 Product.

Schedule "B": In the event of a Quantity Adjustment (and for each and every Quantity Adjustment), Buyer shall deliver to Seller an updated Schedule "B" setting out the Delivery Period Quantity(ies) as adjusted in accordance with the Quantity Adjustment. The updated Schedule "B" shall be delivered by Buyer concurrently with or as soon as reasonably practicable after (and in any event within five (5) Local Business Days of) delivery of Buyer's written notice to Seller as required by this Confirmation to exercise the applicable election for a Quantity Adjustment. The updated Schedule "B" reflecting a Quantity Adjustment in accordance with this Confirmation shall be effective and replace the then existing Schedule "B" as of the date specified in the updated Schedule "B" (which shall be no earlier than the date received by Seller) unless Seller requests a correction of any error within ten (10) Local Business Days of receipt, in which case the Parties shall negotiate in good faith to correct the error and determine an effective date. If Buyer does not send an updated Schedule "B" within the specified time, Seller may do so and this above provision shall apply thereto, *mutatis mutandis*. For greater certainty, delivery of an updated Schedule "B" shall not constitute an amendment to this Confirmation.

Delivery Point: Seller may deliver Renewable Energy to any Scheduling Point or combination of Scheduling Points.

Title: Title to the energy component of Renewable Energy shall pass at the Delivery Point(s). The title to the Green Attributes associated with the Renewable Energy shall pass from Seller to Buyer through WREGIS.

Scheduling:

Renewable Energy: Seller shall, at its sole discretion, schedule Renewable Energy as an import into the CAISO Balancing Authority on a day-ahead, hour-ahead, and/or real-time basis. Without limiting the generality of the foregoing, Seller may schedule Renewable Energy during all Peak and Off-Peak hours during a Delivery Period until the maximum Delivery Period Quantity for that Delivery Period is delivered.

Scheduling and Tagging: Seller will perform all scheduling and tagging requirements for Renewable Energy. Energy deliveries shall be scheduled by Seller pursuant to WECC and CAISO requirements to the Delivery Point. For Renewable Energy, a single Designated Facility shall be entered as the "Source" on the first line in the Physical Path section of the e-Tag under the headings "POR" and "POD" and the RPS ID for the Designated Facility shall be entered in the Misc(Token/Value) field of the e-Tag where "RPS_ID" is the Token and the six digit RPS ID is the Value. Each e-Tag shall show the CAISO Balancing Authority as the last CA (Control Area) under 'Physical Path', and Buyer, or Buyer's scheduling coordinator, as the last PSE (Purchasing Selling Entity) or 'sink' PSE under 'Physical Path', even though the CAISO Balancing Authority will be the actual sink for the energy.

The Parties acknowledge that the total quantity of energy delivered pursuant to this Confirmation into the CAISO Balancing Authority in a particular Delivery Period as shown in the e-Tags may exceed the Delivery Period Quantity for that Delivery Period (such excess referred to as “**Excess Energy**”), including as a result of the use of another source to provide real-time ancillary services required to maintain an hourly import schedule into the CAISO Balancing Authority (which the Parties agree shall be permitted). For greater certainty, only the fraction of the schedule actually generated by or attributable to the Designated Facility shall qualify as delivery of Renewable Energy under this Confirmation.

To the extent Seller delivers Renewable Energy to Buyer from a Designated Facility that is located within the CAISO Balancing Authority, the scheduling provisions for deliveries from that Designated Facility shall be modified accordingly. Any scheduling provisions may be altered by mutual agreement of the Parties.

Seller scheduling contacts:

	Phone	Fax
Prescheduler:	(604) 891-5007	(604) 891-5045
Real-Time:	(604) 891-5091	(604) 891-5045
Mid-office Agreement:	(604) 891-5057	(604) 891-5045
Email:	cash.desk@powerex.com	

Buyer scheduling contacts:

	Phone	Fax
Prescheduler:	(317) 344-7156	(317) 344-7001
Real-Time:	(520) 586-5407	(520) 586-5445
Mid-office Agreement:	(916) 746-1671	
Email:	DA: ryanj@acespower.com RT:HourlyTraders-WRTC@acespower.com	

Definitions Applicable to this Transaction:

For the purposes of this Confirmation, the following terms shall have the following meanings:

- (a) “Buyer Eligibility Failure” means a failure of Renewable Energy to meet or satisfy Eligibility Requirements or any element or component thereof which are in the direct control of Buyer to meet or satisfy as a result of or if caused by or attributable to an act or omission of Buyer, including a failure by Buyer to accept an applicable transfer on WREGIS, to provide information and data available to Buyer (including as provided by Seller) as may be required to verify the Green Attributes comprised in the Product.

- (b) “Buyer Shortfall” means that the quantity of Renewable Energy received or purchased by Buyer during a Delivery Period is less than the Delivery Period Quantity of Renewable Energy, if such shortfall is caused or attributable by or to:

- (i) the failure of the Buyer to receive or purchase the Contract Quantity of Renewable Energy generated by and/or attributable to the Project and delivered to Buyer pursuant to this Confirmation for any reason other than a Force Majeure; or
- (ii) a Buyer Eligibility Failure;

and the amount of such shortfall is the difference between the applicable Delivery Period Quantity and the actual quantity of Renewable Energy received or purchased by Buyer (together with any Renewable Energy that was not received or purchased by Buyer as a result of a Seller Shortfall) during the Delivery Period pursuant to this Confirmation.

- (c) “California RPS Program” means the “California Renewables Portfolio Standard” program jointly administered by the CEC, the CPUC and the California Air Resources Board, as such program exists as of the Effective Date, including without limitation all applicable eligibility criteria and requirements thereof in force and effect as of the Effective Date.
- (d) “Cap and Trade Regulations” means the regulations entitled California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms set forth at Article 5 of Subchapter 10 of Title 17 of the California Code of Regulations.
- (e) “Category 2 Product” means renewable energy which meets the criteria for Section 399.16(b)(2) of the Public Utilities Code and 3203(b) of the CEC’s Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities.
- (f) “Compliance Obligation” has the meaning set forth by the Cap and Trade Regulations.
- (g) “CPUC” means the California Public Utilities Commission.
- (h) “Effective Date” means the date the last Party to execute this Confirmation has executed the Confirmation (as reflected below such Party’s signature on the signature page hereto), provided the condition precedent in Section 15 of this Confirmation has been satisfied.
- (i) “Eligibility Requirements” means any applicable criteria or requirements of the California RPS Program in force and effect as of the Effective Date regarding the eligibility or qualification of the Renewable Energy, this Confirmation or the Transaction

confirmed hereby for the California RPS Program, including without limitation any eligibility criteria applicable to an out-of-state resource.

- (j) “Energy Commission” or “CEC” means the California Energy Commission.
- (k) “Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. “Green Tag Reporting Rights” are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project. [STC 2]

- (l) “Green Tag” and “Green Tag Reporting Rights” have the meanings set forth in the definition of “Green Attributes”, and for the purposes of this Transaction, “Green Tag Purchaser” means Buyer.
- (m) “Holiday” means any day designated as a holiday by NERC.
- (n) “Mandatory Reporting Rule” means the regulations entitled Mandatory Reporting of Greenhouse Gas Emissions set forth at Article 2 of Subchapter 10 of Title 17 of the California Code of Regulations.
- (o) “Off Peak” hours means Mondays through Saturdays hours ending (HE) 0100-0600 and HE 2300-2400 PPT, and all day Sundays and Holidays.
- (p) “Parties” means Buyer and Seller.
- (q) “Peak” hours means HE 0700-2200 PPT Mondays through Saturdays, excluding Holidays.
- (r) “Power Annex” means the North American Power Annex to the ISDA Master Agreement published by ISDA on August 7, 2003, and incorporated by reference into the Master Agreement pursuant to Part 7(a) of the Schedule and as modified by Parts 7(b) and (d) of the Schedule.
- (s) “Public Utilities Code” means the California Public Utilities Code.
- (t) “Project” means the indicated portion of a Designated Facility which generates energy and Green Attributes to which Seller is entitled to pursuant to its agreements for bundled energy and Green Attributes from the Designated Facility(ies) during the Generation Period and which Seller will deliver to Buyer pursuant to this Confirmation.
- (u) “Quantity Adjustment” means an adjustment to the quantities to be delivered hereunder in accordance with or as a result of (i) an election made by Buyer as described under the sub-heading “Adjustment to Contract Quantity and Delivery Period Quantity” in the Section “Delivery Term and Contract Quantity” of this Confirmation, (ii) an election made by Buyer pursuant to an RPS Portfolio Revision Event, or (iii) an election made by Buyer pursuant to an RPS Procurement Revision Event, in each case in accordance with the terms of this Confirmation.

- (v) “Renewable Energy” or “Product” means the bundled energy and associated Green Attributes which meet the criteria for Section 3203(a) of the CEC’s “Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities” dated August 2013 and Section 399.16(b)(1) of the Public Utilities Code delivered or to be delivered by Seller to Buyer pursuant to this Confirmation, as provided for under “Product”.
- (w) “Renewable Energy Credit” or “REC” means a renewable energy credit as defined by and in accordance with the California Public Utilities Code.
- (x) “RPS Adjustment” means the reduction in the Compliance Obligation of an electricity importer authorized by and calculated in accordance with section 95852 (b)(4) of the Cap and Trade Regulations and section 95111(g)(1b)(M5) of the Mandatory Reporting Rule and calculated in accordance with section 95111(b)(5) of the Mandatory Reporting Rule.
- (y) “RPS Portfolio Revision Event” means the first amendment to the Public Utilities Code after the Effective Date such that (i) the minimum percentage set forth in Section 399.16(c)(1) of the Public Utilities Code is reduced below sixty-five percent (65%) for the California RPS Program compliance period ending December 31, 2016, or seventy-five percent (75%) thereafter, or (ii) the maximum percentage set forth in Section 399.16(c)(2) of the Public Utilities Code is increased above or reduced below fifteen percent (15%) for the California RPS Program compliance period ending December 31, 2016, or ten percent (10%) thereafter.
- (z) “RPS Procurement Revision Event” means the first amendment to the Public Utilities Code after the Effective Date such that publically owned utilities must procure more than thirty-three percent (33%) of their retail sales from an eligible renewable resource to comply with the California RPS Program.
- (aa) “Schedule “B”” means Schedule “B” to this Confirmation, as such schedule may be updated in accordance with this Confirmation.
- (bb) “Seller Eligibility Failure” means a failure of Renewable Energy to meet or satisfy the Eligibility Requirements or element or component thereof which are in the direct control of Seller to meet or satisfy as a result of or if caused or attributable to an act or omission by Seller.
- (cc) “Seller Shortfall” means that the actual quantity of Renewable Energy generated by and/or attributable to the Project and delivered to Buyer during a Delivery Period is less than the applicable Delivery Period Quantity, if such shortfall is caused or attributable by or to:

- (i) the failure of the Project to generate the Contract Quantity of Renewable Energy during the Generation Period for any reason other than a Force Majeure;
- (ii) the failure of the Seller to receive or deliver any Renewable Energy actually generated by or attributable to the Project during the Generation Period that was delivered to Seller for any reason other than a Force Majeure; or
- (iii) a Seller Eligibility Failure;

and the amount of such shortfall is the difference between the applicable Delivery Period Quantity and the actual quantity of Renewable Energy generated by and/or attributable to the Project and delivered to Buyer (together with any Renewable Energy that was not delivered to Buyer as a result of a Buyer Shortfall) during the Delivery Period pursuant to this Confirmation.

- (dd) "Scheduling Point" has the meaning set forth in the CAISO Tariff, including (without limitation) the SYLMARDC_2_N501 and MALIN_5_N101 Scheduling Points.
- (ee) "Specified Source" means a Project which is permitted to be claimed as the source of electricity delivered as defined in section 95102 of the Mandatory Reporting Rule and section 95802 of the Cap and Trade Regulations.

ADDITIONAL TERMS

1. **Force Majeure.** For purposes of this Transaction, the Product shall be subject to Force Majeure and paragraph (b)(iii) of the Power Annex such that, upon receipt of written notice of Force Majeure from the Party prevented by the Force Majeure from carrying out its obligations hereunder, both Parties will be relieved of their respective obligations to sell and deliver or purchase and receive the Product without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure.

For greater certainty and without limiting the foregoing, neither a Regulatory Determination nor change in law shall be an event of Force Majeure for the purposes of this Transaction.

2. **Regulatory Determination:** If a governmental or regulatory authority having authority or jurisdiction determines that the Product to be delivered under and in accordance with the terms of this Confirmation does not or will not meet or satisfy the Eligibility Requirements and the failure to meet or satisfy the Eligibility Requirements is not a result of a Seller Eligibility Failure or Buyer Eligibility Failure or Force Majeure (a "**Regulatory Determination**"), then it shall not be an Event of Default or a failure to deliver or receive for the purposes of the Master Agreement and either Party may, by written notice to the other, immediately terminate the Transaction without penalty, termination payment or liability of either Party to the other and the Parties will have no liability to each other for any failure to deliver or purchase the applicable Product that is not then delivered. Notwithstanding the foregoing, for the purposes of this Section 2, in the event of a Regulatory Determination such that the Parties must schedule Inter-SC

Trades (in accordance with the CAISO Tariff) in order to satisfy Eligibility Requirements, prior to exercising any termination option pursuant to this Section 2 the Parties will negotiate in good faith and use commercially reasonable efforts to amend this Confirmation to provide for Inter-SC Trades.

3. Eligibility Requirements: The Parties intend that the Product will meet the applicable Eligibility Requirements. If the Eligibility Requirements are not met at any time: (i) it shall not be an Event of Default or a failure to deliver or receive for the purposes of the Master Agreement, (ii) the Parties will have no obligation to deliver or purchase the Product not then delivered, and (iii) the Parties will have no liability to each other for any failure to deliver or purchase the Product that does not meet the Eligibility Requirements except in the event and to the extent that there is a Seller Eligibility Failure or Buyer Eligibility Failure.

Unless expressly provided in this Confirmation, nothing herein shall excuse either Party from its obligations hereunder as a result of, and neither Party shall be entitled to rely on, any Seller Eligibility Failure or Buyer Eligibility Failure. Each Party will make commercially reasonable efforts to do, or cause or permit to be done, everything in its direct control which would or would reasonably be expected to cause each of the Eligibility Requirements or elements or components thereof to be met or satisfied, and neither Party will do or omit to do, or cause or permit to be done, anything in its direct control which would or would reasonably be expected to cause any one or more of the Eligibility Requirements or elements or components thereof not to be met or satisfied.

4. Acknowledgement. Buyer has reviewed applicable regulations and statutes and has concluded that the Product meets the criteria for Section 399.16(b)(1)(A) as it applies to Buyer in accordance with Section 399.30(c)(3) thereof and in a manner consistent with Section 3203(a) of the CEC's Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities dated August 2013.

5. Failure to Deliver/Receive. For purposes of this Transaction:

- (a) the references to the "Contract Price" in paragraphs (c)(i) and (c)(ii) of the Power Annex, and those paragraphs only, shall be deemed to refer only to the Energy Price, except in the event and to the extent that there is a Seller Shortfall or a Buyer Shortfall, in which case such references shall be deemed to include the Green Attribute Price;
- (b) the definition of "Replacement Price" in paragraph (i)(iv) of the Power Annex shall be amended by adding the following proviso at the end of the first sentence of such definition:

"; and further provided that the Replacement Price shall not include any premium or other amount paid or payable to replace the Renewable Energy not delivered by Seller with electric energy from renewable sources or paid or payable for Green Attributes, Renewable Energy Credits, renewable energy certificates, or similar credits, rights or offsets associated with replacement electric energy, except in the event and to the extent that there is a Seller Shortfall, in which case the Replacement Price shall include such premium."

- (c) the definition of "Sales Price" in paragraph (i)(iv) of the Power Annex shall be amended by adding the following proviso at the end of the first sentence of such definition:

"; and further provided that the Sales Price shall not include any premium or other amount paid or payable on the basis that the energy is attributed to renewable sources or is sold with any associated Green Attributes, Renewable Energy Credits, renewable energy certificates, or similar credits, rights or offsets, except in the event and to the extent that there is a Buyer Shortfall, in which case the Sales Price shall include such premium."

- (d) In the event and to the extent that there is a Seller Shortfall, any amount payable pursuant to paragraph (c)(i) of the Power Annex shall only be calculated and payable on and with respect to the amount of such Seller Shortfall.
- (e) In the event and to the extent that there is a Buyer Shortfall, any amount payable pursuant to paragraph (c)(ii) of the Power Annex shall only be calculated and payable on and with respect to the amount of such Buyer Shortfall.

6. Events of Default; Remedies. For purposes of this Transaction:

- (a) For the purposes of determining payments under Section 6(e) of the Master Agreement, with respect to the Renewable Energy to be sold and purchased under this Transaction, the gains or losses shall be based solely on the Green Attribute Price and on future prices of Green Attributes having attributes identical to the Green Attributes component of Renewable Energy to be purchased and sold hereunder.
- (b) The remedies for failure to deliver Renewable Energy (including Green Attributes and RECs) provided for in the Master Agreement as amended by this Confirmation are the sole and exclusive remedies and all other remedies are waived.
- (c) Without limiting the generality of the foregoing, Seller shall not be required at any time to refund all or any portion of the Contract Price invoiced to Buyer for energy received by Buyer.

7. Standard Terms and Conditions and Eligibility Requirements. Subject to the terms and conditions of this Agreement and the Master Agreement, Schedule and Power Annex as amended hereby:

- (a) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract [STC REC-2];
- (b) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all

such Green Attributes to Buyer as included in the delivery of the Product from the Project [STC-2]; and

- (c) For the purposes of this Transaction, Section 3 of the Master Agreement is amended by adding the following as new subsections:

“Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California RPS Program. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.” [STC 6]; and

“Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.” [STC REC-1]

As used in the above Section 7(c): “Delivery Term” has the same meaning as “Generation Period”. As used in this Agreement, a “change in law” refers to any determination, decision, application of, or change in law or policy after the Effective Date by or of the CEC or the CPUC or other applicable governmental or regulatory authority or third party having authority or jurisdiction, excluding a Regulatory Determination.

8. Commercially Reasonable Efforts For the purposes of Sections 2, 3, 7(c) and 12 of this Confirmation and in respect of any RPS Adjustment Provision as provided for under the heading “RPS Portfolio Revision Event”, the Parties agree that “commercially reasonable efforts” shall be subject to each Party’s own internal approvals and shall not require Seller or Buyer to incur any costs and expenses related thereto or suffer any losses in connection therewith, whether direct or indirect (and including legal fees), in excess of \$50,000 (provided that, in the event an issue or circumstance requiring a Party to use commercially reasonable efforts under this Confirmation similarly affects one or more other transactions between the Parties, such \$50,000 limit shall apply to all such transactions between the Parties and shall not be cumulative to any limits applicable to such other transactions). Buyer’s and Seller’s monetary or financial liability in connection with any failure by the Product to meet the “Eligibility Requirements” that is not a Buyer Eligibility Failure or a Seller Eligibility Failure is hereby limited and subject to such agreed maximum amount.
9. Meter and Scheduling Information. Throughout the Generation Period, to the extent necessary to comply with the requirements of the California RPS Program, Seller shall

provide Buyer, by May 1 following the end of each Delivery Period within the Generation Period, with the hourly-level meter data from the Designated Facility(ies) related to the delivery of Renewable Energy, in a format consistent with the CEC reporting requirements. Throughout the Generation Period, Seller shall provide to Buyer the following information as and to the extent necessary for Buyer to comply with the requirements of the California RPS Program: (i) all E-tag information related to the delivery of Renewable Energy to the CAISO balancing authority, and (ii) any other scheduling or delivery information necessary to meet the requirements of the California RPS Program.

10. Invoicing. For the purposes of this Transaction, Buyer shall pay the Contract Price as follows:

- (a) Invoicing and payment for the energy component of Renewable Energy delivered to Buyer shall be in accordance with paragraph (d) of the Power Annex and Buyer shall pay such invoices in accordance with the Power Annex, the Master Agreement and this Confirmation. Seller shall invoice and Buyer shall pay, on a monthly basis, the Energy Price (minus the CAISO Import Credit) for all Renewable Energy delivered to the Delivery Point(s) for the applicable month.
- (b) Invoicing and payment for all Green Attributes delivered on WREGIS to Buyer will be in accordance with paragraph (d) of the Power Annex and Buyer shall pay such invoices in accordance with the Power Annex, the Master Agreement and this Confirmation.

Excess Energy will be invoiced and paid in accordance with Section 10(a) of this Confirmation (with references to Renewable Energy read as references to Excess Energy). Seller's invoices prepared in accordance with the Power Annex may be delivered by email from Seller to Buyer.

- 11. Importer for Cap and Trade Purposes: Seller will be the electricity importer into California for purposes of the Cap and Trade Regulations. The Parties acknowledge that Seller will be responsible for satisfying the Compliance Obligation under the Cap and Trade Regulations associated with the energy which Seller shall schedule into the CAISO Balancing Authority as part of the Product to be delivered under this Confirmation.
- 12. Specified Source. The Parties acknowledge that Seller intends to claim that the Renewable Energy delivered into the CAISO Balancing Authority, to meet the requirement under this Confirmation, is from a Specified Source. Buyer agrees that by May 15 following the end of each year of the Generation Period it will provide Seller with a written attestation of the quantity of RECs transferred under this Confirmation associated with the applicable year of the Generation Period as Renewable Energy that have been placed in Buyer's WREGIS retirement subaccount and those that remain in Buyer's WREGIS active subaccount as per the Mandatory Reporting Rule 95111(g)(M)(1) or successor regulation. The preceding is based on the Cap and Trade Regulations and Mandatory Reporting Rule as of the Effective Date. In the event that the regulatory requirements for the Compliance Obligation change after the Effective Date, Buyer shall make commercially reasonable efforts to assist Seller in meeting such regulatory requirements.
- 13. Designated Facility: Renewable Energy under this Confirmation will be generated by and/or attributable to one or more of the facilities (each a "Designated Facility") listed in

Schedule "A". Each Designated Facility must be certified (or shall be certified for the Generation Period) as an eligible renewable resource for the California RPS Program at such times as Renewable Energy is generated by and attributed to the facility. Seller must be contractually entitled to all or a portion of the bundled energy and associated Green Attributes generated by a Designated Facility during the Generation Period (or the portion thereof in respect of which Renewable Energy is generated by and attributed to such facility), which in the case of a portion shall be identified under the column "Seller's Share of Nameplate" in Schedule "A". Schedule "A" may be amended and updated by Seller in accordance with "Additional Designated Facilities" below.

14. Additional Designated Facilities: From time to time after the Effective Date through until the end of the Generation Period, Seller may designate one or more additional renewable generation facilities, or a portion of the output thereof, as a Designated Facility for the purposes of delivering Renewable Energy under this Confirmation, provided that Seller shall designate such facility in advance of delivering any Green Attributes with associated delivery of energy from such facility. Seller may designate any such additional facility(s) by providing Buyer with an updated Schedule "A" that includes such additional facility(s) listed as "Part B – Additional Designated Facilities for Renewable Energy" of Schedule "A", which shall thereupon replace the existing Schedule "A" to this Confirmation. In addition, Seller may increase or decrease the "Seller's Share of Nameplate" of any Designated Facility, for the purposes of delivering Renewable Energy only, by providing Buyer with an updated Schedule "A" that includes such increased or decreased "Seller's Share of Nameplate", which shall thereupon replace the existing Schedule "A". Any Designated Facility in which "Seller's Share of Nameplate" has increased or decreased and any additional Designated Facility shall be considered to be a Designated Facility with respect to deliveries of Renewable Energy for all purposes of this Confirmation. To be added as a Designated Facility, any such facility or facility in which "Seller's Share of Nameplate" has increased or decreased must (a) have come online on or after January 1, 2005, (b) be certified as an eligible renewable resource for the California RPS Program, and (c) Seller must be entitled to bundled energy and associated Green Attributes generated by such facility during the Generation Period (or portion thereof in respect of which Renewable Energy to be delivered under this Confirmation is generated by such facility).
15. Condition Precedent. This Confirmation (and the Transaction) shall not be binding upon any Party until and unless both Powerex and Roseville have executed and delivered this Confirmation to the other Party before 5 p.m. Pacific Prevailing Time on April 3, 2015, in which case the Parties agree that this Confirmation (and the Transaction) shall be binding on the Parties with effect as of the Effective Date. If either Party fails to satisfy the foregoing condition precedent, then this Confirmation (and the Transaction) shall have no force and effect and all offers hereunder shall be deemed rescinded.
16. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.[STC 17]
17. Mandatory Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all

contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than U.S. District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in the Borough of Manhattan, City of New York, and any appellate court from any thereof. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

This Confirmation is being provided pursuant to and in accordance with the Master Agreement, and constitutes part of and is subject to the terms and provisions of the Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

The Parties agree it is their intention that the Transaction provided for in this Confirmation is not capable of being agreed to orally and shall only become binding on the Parties when this Confirmation is executed by both Parties.

ACKNOWLEDGED AND AGREED TO:

Powerex Corp. *

City of Roseville

By:

Teresa Conway

By:

Name:

Teresa Conway

Name:

Title:

President & CEO

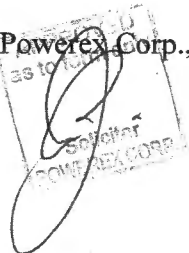
Title:

Date:

Feb 4, 2015

Date:

* Powerex Corp., doing business in California as Powerex Energy Corp.



SCHEDULE “A”Designated Facility(s)**Part A – Initial Designated Facilities**

<u>Facility Name</u>	<u>State / Province</u>	<u>Technology</u>	<u>RPS ID</u>	<u>Total Facility Nameplate (MW)</u>	<u>Sellers Share of Nameplate (%)</u>
H.W. Hill Landfill Gas (also known as Roosevelt Biogas I)	WA	Landfill Gas	60974A	26	38.462%

Part B – Additional Designated Facilities for Renewable Energy

[to be added under the terms of the section - “Additional Designated Facilities - applicable to Renewable Energy” as required]

SCHEDULE "B"**Updated Delivery Period Quantity(ies)**

<u>Product</u>	<u>Delivery Period</u>	<u>Delivery Period Quantity (MWh)</u>
Renewable Energy	January 1, 2016 – December 31, 2016	75,000
Renewable Energy	January 1, 2017 – December 31, 2017	75,000
Renewable Energy	January 1, 2018 – December 31, 2018	75,000
Renewable Energy	January 1, 2019 – December 31, 2019	75,000
Renewable Energy	January 1, 2020 – December 31, 2020	75,000
Renewable Energy	January 1, 2021 – December 31, 2021	75,000
Renewable Energy	January 1, 2022 – December 31, 2022	75,000
Renewable Energy	January 1, 2023 – December 31, 2023	75,000
Renewable Energy	January 1, 2024 – December 31, 2024	75,000
Renewable Energy	January 1, 2025 – December 31, 2025	75,000

Effective as of the Effective Date



COUNCIL COMMUNICATION

6690

City Clerk Use Only

DATE: February 5, 2015

TITLE: PROFESSIONAL SERVICE AGREEMENT WITH NEXANT FOR HVAC STUDY AND EM&V

CONTACT: Renee Laffey, 774-5671, rlaffey@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a professional service agreement with Nexant to perform an air conditioning cooling hours mechanical engineering study, to be followed by Evaluation, Measurement and Verification (EM&V) of select Roseville Electric (RE) Residential Energy Efficiency Programs for FY 15-16.

BACKGROUND

California state law AB 2021 (2006) mandates that Roseville Electric perform an evaluation, measurement and verification (EM&V) of energy savings achieved by selected energy efficiency programs. EM&V must follow guidelines published by the California Energy Commission, must be performed by an independent third party, and may include separate studies investigating the potential achieved energy savings from some energy efficiency measures.

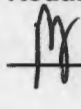
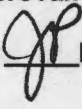
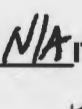


The professional service agreement with Nexant is a two year agreement incorporating both:

1. A mechanical engineering study to document the average number of hours Roseville residents utilize air conditioning each year. This study will begin in 2015 and provide the data necessary to evaluate the air conditioning program.
2. EM&V of selected 2015-2106 residential energy efficiency programs, including the residential high efficiency air conditioning program. This work will be accomplished in fall of 2016.

An RFP for these services was issued through the Public Purchase system and received seven qualified responses. These responses were evaluated and scored based on prior experience performing similar studies and EM&V reports for other California electric utilities.

RE selected the residential pool pump, sunscreen, whole house fan and high efficiency air conditioning HVAC programs for EM&V for the FY 15-16 program year. These are

Routing Approval:

 ACM
  FIN
  N/A
  IT
  ATTY

AGENDA ITEM

6.10

popular residential energy efficiency programs that continue to generate energy savings for RE. The information obtained from the EM&V review will validate the energy savings claimed for FY 15-16 as required by California Assembly Bill 2021 and provide recommendations for program improvements.

FISCAL IMPACT

Total cost of the Professional Service Agreement shall not exceed \$ 126,866 and is estimated to be completed by November 30, 2016. This expense is included in the Public Benefits budget for FY 14-15.

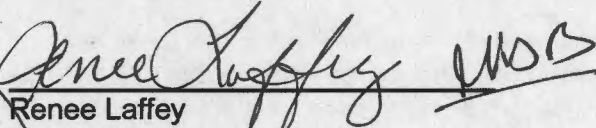
ECONOMIC DEVELOPMENT/JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The agreement is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully submitted,


Renee Laffey
Electric Business Analyst


Michelle Bertolino
Electric Utility Director

APPROVED:


Ray Kerridge
City Manager

RESOLUTION NO. 15-85

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
NEXANT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Cooling Hours Study and 2016 Evaluation, Measurement & Verification Services Project, by and between the City of Roseville and Nexant, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Cooling Hours Study and 2016 Evaluation, Measurement, & Verification Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Nexant Inc., a
Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of: (1) a Cooling Hours Study
and, (2) Evaluation, Measurement & Verification (EM&V) services; and

WHEREAS, CONSULTANT has prepared a proposal which describes the scope of work
to be performed by CONSULTANT, the budget for the work, and the schedule for performance
of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services;

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred twenty six thousand, eight hundred sixty six dollars (\$126,866.00).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, to the extent resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

Either Party's total liability to the other Party arising out of or in connection with the Agreement shall not exceed the total insurance coverage required by the Agreement, and both parties agree to release the other party from any liability in excess thereof. Under no circumstances shall either party be liable to the other party for any consequential or incidental damages, including but not limited to loss of use or loss of profit.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services, subject to the execution of a nondisclosure agreement by the CITY's duly authorized representative.

6. Time is of the Essence. Time is of the essence of this Agreement.
7. Compliance with Laws. CONSULTANT will comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.
8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBIT, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBIT, the provisions of the first in order of attachment shall govern.
10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY. Notwithstanding the foregoing, CONSULTANT retains the right to assign its rights and obligations hereunder in connection with a sale of substantially all its assets or pursuant to a merger.
11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.
12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage

fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph. Provided that the CONSULTANT will own the materials

and know-how it brings to, and the general know-how it gains from the performance of the Agreement. CONSULTANT shall also retain all rights to its pre-existing methodologies and data developed during the performance of the Agreement.

15. Term and Termination of Agreement. The term of this agreement shall be two (2) years from the date of execution by all parties. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Michelle Bertolino, Electric Utility
Director
2090 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Salil Gogte, Principal
Nexant, Inc.
101 Lindenwood Drive, Suite 127
Malvern, PA 19355-1738

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

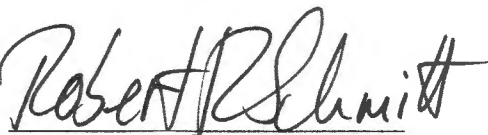
NEXANT, INC., a
Delaware corporation

BY: _____
RAY KERRIDGE
City Manager

ATTEST:


BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: 
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MICHELLE BERTOLINO
Electric Utility Director

BY: 
its: SUP. Utility Services
Terry M. Fry

and

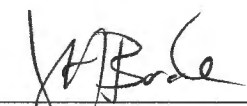
BY: 
its: Chief Financial Officer
Jon Bode

EXHIBIT "A"



Evaluation, Measurement, and Verification Services

Submitted to Roseville Electric

RFP No. 107-009

December 12, 2014



VERNON STREET TOWN SQUARE

A large, arched metal structure with a truss design, spanning a walkway. The words "VERNON STREET TOWN SQUARE" are written in large, white, sans-serif capital letters across the center of the arch.



Ms. Renee Laffey
City of Roseville
Roseville Electric
2090 Hilltop Circle
Roseville, CA 95747
Email: rlaffey@roseville.ca.us

Subject: Evaluation, Measurement, and Verification Services (RFP # 107-009)

Dear Ms. Laffey,

Nexant, Inc. is pleased to submit this proposal to provide Evaluation, Measurement, and Verification Services for Roseville Electric. Our team brings a unique blend of technical and management expertise in all phases of energy efficiency and conservation program evaluation, along with a local familiarity and freedom from conflict of interest. Nexant confirms that we will perform, and adhere to, all the services and requirements described in the RFP and addenda (Addendum # 1 dated November 20, 2014).

Proposal Contact	Authorized Signing Officer	Nexant Headquarters
Salil Gogte, CMVP, LEED AP Principal Nexant, Inc. 101 Lindenwood Dr., Suite 127 Malvern, PA 19355 Office: (610) 786-7406 Mobile: (914) 409-7352 Fax: (610) 644-4845 Email: sgogt@nexant.com	Terry Fry Senior Vice President Nexant, Inc. 101 2nd Street, Suite 1000 San Francisco, CA 94105 Office (415) 369-1021 Fax (415) 369-9700 Mobile: (415) 412-8099 Email: tmfry@nexant.com	Nexant, Inc. 101 2nd Street, Suite 1000 San Francisco, CA 94105

Nexant agrees that it is bound by the terms of this RFP and that its submission hereunder is valid for ninety (90) days following the closing date for the receipt of all proposals.

Please contact me if you have any questions about our technical or cost proposal. We look forward to the opportunity to work with Roseville Electric on this exciting opportunity.

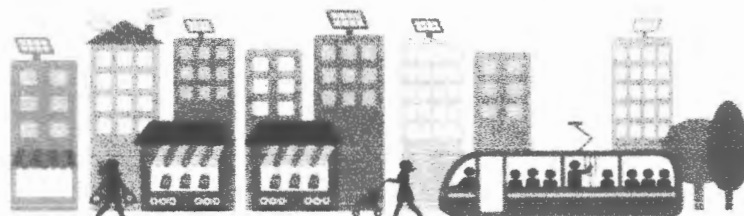
Sincerely,

Salil Gogte, CMVP, LEED AP
Principal
Nexant, Inc.
Office: (610) 786-7406
Email: sgogt@nexant.com

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1 FIRM'S QUALIFICATIONS



About Nexant

Formed in 2000, Nexant is a global industry leader focused on every facet of the energy efficiency industry. Not only do we offer extensive services in the areas of demand management, demand response, grid management, and renewables, we also offer a comprehensive suite of software designed to support these areas' initiatives. Our exclusive focus on energy, combined with our well-respected and experienced professionals, proven technology, and industry information, has earned us distinctive brand recognition and a reputation as a top energy solutions company.

Nexant is headquartered in San Francisco, California, and has 31 offices located throughout the United States, Europe, the Middle East, Africa, and Asia. Our clients include utilities, Fortune 500 companies, transmission and distribution system operators, petroleum and chemical majors, financial institutions, government agencies, and development banks.

To date, Nexant's team of industry professionals has completed more than 3,500 client assignments in over 100 countries, and our software applications and platforms are actively in service in over 120 control centers at utilities worldwide.

Customer Strategy, Planning & Analysis (CSPA)

Nexant's Customer Strategy, Planning & Analysis (CSPA) Group is a dedicated functional organization within Nexant that delivers a comprehensive range of planning and evaluation services to utilities and governing agencies for the residential, commercial, industrial, institutional, and government market segments. CSPA is an industry leader in the field of utility energy efficiency program Measurement and Verification (M&V) practices, having authored or assisted in the development of many of the industry's leading references, including the FEMP M&V Guidelines, the International Performance Measurement and Verification Protocols (IPMVP), and ASHRAE Guideline 14-2002 - "Measurement of Energy and Demand Savings".

With a dedicated, experienced staff of over fifty in-house energy professionals, CSPA possesses extensive real-world experience implementing M&V practices to quantify program savings impacts, conducting complex portfolio evaluation studies, determining accuracy in program reported savings, and evaluating lost revenue and cost-effectiveness analyses for numerous investor-owned utilities throughout the United States and Canada. CSPA staff have successfully designed, managed, and completed more than 100 evaluations of energy efficiency programs for electric and gas utilities over the last decade. These qualifications allow CSPA to

Highlights

- ✓ 21 offices in the US
- ✓ More than 3,500 assignments in 100+ countries
- ✓ Track record of delivering dynamic technology solutions
- ✓ Named a Top 100 Cleantech Company in 2011, 2012, & 2013
- ✓ Nexant staff members are authors of the IMPVP, ASHRAE 90.1, FEMP and other national M&V standards

approach work from multiple perspectives, ensuring that our findings are not only accurate, but also help inform utilities and their stakeholders on DSM program administration and evaluation fundamentals for future efforts.

CSPA has evaluated programs totaling hundreds of millions of dollars in funding and involving thousands of individual energy efficiency projects. Our core services include:

- Integrated Resource Planning
- End Use Metering and Monitoring
- Program Process and Impact Evaluations
- Outcome Evaluations
- Market and Potential Studies
- Market Characterization Studies
- Net-to-Gross Analysis
- End-Use Saturation Studies
- Benchmarking
- Regulatory and Policy Planning
- Detailed Project Technical Review and Due Diligence
- Expert Testimony
- EM&V Training
- Facility Energy Assessments and Audits
- End-Use/Load Profile Studies and Research

Freeman, Sullivan & Co.

In January 2014, Nexant announced that it acquired the San Francisco-based energy consultants Freeman, Sullivan & Company (FSC). The acquisition complements and expands Nexant's strategic solutions for demand side management, demand response, dynamic pricing, and utility customer engagement. In business since 1984, Freeman, Sullivan & Co. is an energy consulting firm providing strategic policy analysis and analytical support to electric and gas utilities, technology companies, regulators, and policy makers. FSC's experience and expertise is focused on the interface between the energy industry and the customers it serves. They help utilities, regulators, and others understand how markets work, what customers want and need, and how to translate that information into successful strategies, policies, and service offerings. FSC's senior consultants average more than 20 years of experience and have advanced degrees in economics, quantitative research, public policy, and psychology. FSC provides their clients with high-quality, defensible analysis, pragmatic advice and direction, and time tested knowledge about what does and does not work based upon decades of relevant experience.

Why Nexant?

Nexant, Inc. is pleased to submit this proposal in response to Roseville Electric's (Roseville) RFP to provide Evaluation, Measurement, and Verification Services. Nexant is well-positioned to provide program- and portfolio-level EM&V services based on our understanding of Roseville's EM&V needs, a strong local presence, and the knowledge and expertise of our analysts and engineers. We are very excited about this opportunity because we feel that we are a perfect match to complete the work outlined in the RFP. At a high level, some of the attributes that make Nexant the best solution for Roseville Electric are:

We understand Roseville Electric's EM&V needs

We have been providing turnkey solutions and implementation support in California for over 15 years and are well versed with the CEC EM&V guidelines. We also have worked extensively with the requirements of building codes and standards by providing technical support and design assistance for over 500 residential and commercial projects within the past 5 years. In addition, Nexant is currently performing a comprehensive EM&V of four of Roseville's DSM programs - Small Business Rapid Audit, Small Business Direct Install, Multi-Family Audit, and Multi-Family Direct Install. We understand the expectations of your management team - timely reporting, continuous feedback, and providing demonstrable results to prove Roseville Electric's commitment to its customers and regulators. The mechanical engineering services requested in this RFP require a strong understanding of residential AC systems. Nexant currently has over 100 residential HVAC engineers, including HERS raters, of which 20 are based in California. Phase 1 of this EM&V study requires primary metering of customer AC systems. Nexant has a large arsenal of metering equipment, and engineers with extensive metering experience adhering to NFPA 70E, ASHRAE, and NEC safety standards.

We are local

We have a "deep bench" of more than 300 energy professionals, 50 of whom are located in California. Our California offices are located in Elk Grove (Sacramento), San Francisco, San Mateo, and Placentia (Los Angeles). With this deep bench of local M&V experts we are able to deliver quality services at low cost. We would utilize these local engineers to conduct field inspections and other EM&V tasks as necessary based on their proximity to Roseville, as well as their extensive knowledge of Residential AC systems, in an effort to keep direct costs low.

Staff Knowledge & Expertise

In addition to our broad range of experience and local presence, Nexant staff boasts a wealth of knowledge in the area of program evaluation, having helped author and develop the Federal Energy Management Program (FEMP) M&V Guidelines, the International Performance Measurement and Verification Protocols (IPMVP), and ASHRAE Guideline 14-2002 (Measurement of Energy and Demand Savings). Additionally, Nexant staff has extensive knowledge of building energy codes, especially California Title 24, and actively participate in codes workshops. This knowledge and continuing education will better equip our staff to provide the EM&V Services requested by Roseville Electric in this RFP.

We are a leader in best practice knowledge and execution

Nexant has performed evaluation, measurement, and verification, and impact and process evaluations for hundreds of energy efficiency and demand reduction programs for electric and gas utilities across the U.S. and Canada for more than a decade. Our clients located in California include all investor-owned utilities (IOUs) and several municipalities. Nexant's relevant residential EM&V experience includes work with Sacramento Municipal Utility District, CPS Energy, Georgia Power Company, Ontario Power Authority, Pennsylvania Public Utility Commission, Ameren Missouri, Efficiency Maine Trust, and the Delaware Department of Natural Resources and Environmental Control, to name a few. Additionally, Nexant has award-winning national experience in the areas of program design and implementation, and currently administers more than \$250 million of program services for a variety of utility clients. We have designed and implemented hundreds of programs for the residential, small business, commercial, and industrial market segments. The American Council for an Energy-Efficient Economy (ACEEE) recently commended several of these programs for their leading energy efficiency program designs and practices, including Pacific Gas and Electric's (PG&E) Industrial Recommissioning, Rocky Mountain Power's wattsmart New Homes, and Tennessee Valley Authority's (TVA) EnergyRight Solutions for Business® and EnergyRight Solutions for Industry® programs. This broad program design and implementation expertise gives Nexant staff unique insight into the evaluation of these programs and distinguishes us from other EM&V firms who do not have an implementation practice. Please refer to Section 2.1 for full descriptions of a representative sample of our relevant project qualifications.

Our unique knowledge of Roseville Electric and its customers enables us to combine secondary research with primary indicators to balance cost and rigor for an accurate and uncompromised evaluation. Nexant is able to provide additional rigor due to our low-cost data analytics, pre-existing evaluation tools, and standardized M&V procedures.

For this project, we propose to provide:

- 70 Metered AC units for Phase 1
 - 53 Without Whole House Fans
 - 17 With Whole House Fans
- 84 Participants Surveys For Phase 2 Impact Evaluation, Process Evaluation, and NTG Research
- 84 Engineering Analysis and Desk Reviews
- 12 On-Site Inspections and Measurements
- 4 In-Depth Program Staff Interviews
- 20 Contractor Interviews

We will leverage Nexant's broad spectrum of experience, strong local presence, and staff knowledge to ensure our program evaluations are of the highest quality and greatest cost-effectiveness. In the following pages, we provide a representative sample of projects and references demonstrating our wide range of services, the qualifications of our proposed staff members, and a narrative detailing our project understanding and project plan.

2 EXPERIENCE AND REFERENCES



The following examples of our work illustrate the depth and breadth of our experience in providing evaluation, measurement, and verification services and performing impact and process evaluations for various markets across the United States and Canada.

2.1 RELEVANT PROJECT EXPERIENCE

ROSEVILLE ELECTRIC - EVALUATION, MEASUREMENT, AND VERIFICATION (2014-PRESENT)

Roseville Electric retained Nexant to perform a comprehensive EM&V of four of its DSM programs - Small Business Rapid Audit, Small Business Direct Install, Multi-Family Audit, and Multi-Family Direct Install. This evaluation focuses primarily on estimating the gross and net energy and demand savings produced by the programs. A variety of techniques are being utilized to calculate savings, including site inspections, phone interviews, and billing analysis. Most programs receive a comprehensive investigation every two to three years, and these outcomes are utilized for annual reviews when other programs receive the evaluation focus. For each measure, we conducted telephone surveys and on-site visits with IPMVP Option A measurement and verification for a sample of customers. All sampling and M&V activities were conducted in compliance with CEC measurement and verification protocols. Nexant will provide updated parameters for use by Roseville Electric and will calculate cost-effectiveness using gross and net savings to inform future program offerings.

CPS ENERGY - EVALUATION, MEASUREMENT, AND VERIFICATION (2008-PRESENT)

CPS Energy retained Nexant to perform comprehensive, annual M&V of CPS Energy's DSM programs. This evaluation has focused primarily on estimating the gross and net energy and peak demand savings produced by the programs and tracking progress towards the STEP goals. A variety of techniques were utilized to calculate savings, including site inspections, engineering analysis, phone interviews, and reviews of similar programs in other jurisdictions. Most programs receive a comprehensive investigation every two to three years, and these outcomes are utilized for annual reviews when other programs receive the evaluation focus. Nexant has also performed an economic analysis of the programs to determine the benefit cost ratio from the perspective of the program administrator, levelized cost of the resources acquired, and the reduction in revenue requirements.

GEORGIA POWER COMPANY - EVALUATION OF 2014-2016 CERTIFIED DSM PROGRAMS (2013-PRESENT)

Nexant is currently engaged in a process and impact evaluation of Georgia Power Company's eight certified Demand Side Management programs, including residential home energy improvement, residential high efficiency new homes, residential lighting and appliance, residential refrigerator recycling, small business direct installation, commercial prescriptive and

commercial custom programs for the 2011 program year. The evaluation project included the formation of key program questions, planning, stakeholder interviews, customer surveys, on-site inspections, measurement of key measure parameters and cost-effectiveness analysis. Evaluation key questions, plans, and cost-effectiveness procedures were developed considering input from stakeholder groups, including the Georgia Public Service Commission. Each program is evaluated independently, with results reported at measure, program, and portfolio levels. Target precision and confidence intervals for process and impact surveys have been established for each unique program to balance sample rigor with program impacts and budgets. Measurement and verification approaches are customized to each specific energy efficiency measure, considering expected uncertainty and impact magnitude.

AMEREN MISSOURI - RESIDENTIAL PORTFOLIO PROGRAM EVALUATION (2013-2015)

As a subcontractor to The Cadmus Group, Nexant was hired to lead evaluation activities for Ameren Missouri's residential portfolio pilot programs including the new construction program, ConstructionSavers, and the existing high performance home program, PerformanceSavers. Additionally Nexant provides evaluation support for the HVAC, multifamily, low income, and lighting & appliance retirement programs. Nexant's effort for the ConstructionSavers program involves assessing baseline building conditions determined through a thorough review and analysis of non-participant homes. Baseline data, such building R-values, appliance efficiencies, and HVAC system design, are used to inform modeling simulations to calculate the difference in energy consumption between participant and non-participant homes and to estimate savings for the program. The PerformanceSavers program employs a time series approach to capture measure adoption over the evaluation period. Measure verification is completed through phone surveys and on-site inspections to confirm installation and operation of each measure. Additionally, careful database tracking is prioritized to ensure participation overlap with other Ameren residential programs are identified and correctly quantified.

EFFICIENCY MAINE TRUST - EVALUATION OF THE RESIDENTIAL RETAIL PRODUCTS PROGRAM (2013-2014)

Nexant evaluated two program components of the residential retail products program during the 2013 and 2014 program years for the Efficiency Maine Trust. Nexant completed the appliance rebate program evaluation for the 2013 program year and is currently evaluating the lighting program component for the 2014 program year. For the appliance rebate program, Nexant focused analysis efforts on four key ENERGY STAR appliances: refrigerators, clothes washers, dehumidifiers, and heat pump water heaters. For each measure, we conducted telephone surveys and on-site visits with IPMVP Option A measurement and verification for a sample of customers. All sampling and M&V activities were conducted in compliance with ISO-NE measurement and verification of demand reduction value from demand resources (M-MVDR) manual in support of Efficiency Maine's bid of resources into the ISO-NE Forward Capacity Market (FCM). Nexant provided updated parameters for use in the Efficiency Maine TRM and calculated cost-effectiveness using gross and net savings to inform future program offerings. For the lighting program, Nexant will be conducting a price-elasticity model to understand the effect of discounts on retail sales of CFL bulbs.

ONTARIO POWER AUTHORITY (OPA) - EFFECTIVENESS OF HVAC INSTALLATION OPTIMIZATION TRAINING PROGRAM (2013-2014)

Nexant reviewed the effectiveness of the Ontario Power Authority's HVAC Installation Optimization Program. In an effort to increase the operational efficiency of residential air conditioners, OPA created the HVAC Installation Optimization Training Program to educate HVAC field technicians on important steps to maximize system efficiency. Nexant designed a comparison study based around a sample of air conditioners installed before and after the training to determine if a statistically significant improvement in operational efficiency could be quantified. The operational efficiency was estimated by taking spot measurements and placing logging equipment at each participant's home during July and August 2014. Onsite data was used to determine the amount of energy consumed and removed by the air conditioner while in operation, and a ratio of these values provided the operational efficiency.

ONTARIO POWER AUTHORITY - EVALUATION OF THE 2011-2012 CONSUMER PROGRAM (2012-2013)

Nexant's team conducted impact and process evaluations of Ontario Power Authority's (OPA) Consumer Program portfolio for the 2011 and 2012 program years. The portfolio consists of four residential programs: HVAC Incentives, Midstream Incentives (pool pumps and TVs and set-top boxes), Appliance Retirement/Appliance Exchange, and the Instant Coupon Booklet / Bi-Annual Retailer Events. This evaluation involved close coordination of data collection, analysis, and reporting in order to address program-specific, cross-program and marketing effects. Nexant was responsible for completing the cost-effectiveness analyses for all four initiatives and the impact evaluations for the HVAC, Appliance, and Midstream initiatives. The impact evaluations required direct recruiting and coordination with the residential program participants. Our impact evaluation approach for these three initiatives involved a variety of techniques that demonstrate Nexant's breadth of expertise.

The impact evaluation of the HVAC Initiative included verification site visits at participant's homes with spot measurements, as necessary, for furnaces and central air conditioners. For 2012 projects, a metering approach was used to more accurately update the prescriptive assumptions used to calculate savings for these measures.

The impact evaluation of the Appliance Initiative followed a calculated analysis approach based on parameter performance. This was conducted using a combination of site measurement and verification at participants' homes with a statistical modeling approach based on an analysis of the current program tracking data and telephone surveys of sampled participants. We also updated the Unit-Energy-Consumption (UECs) estimates, part-use factors, and NTG ratios used in previous OPA evaluations.

The two elements of the Midstream Initiative (the Pool Pumps; and TVs and Set-Top Box) required two different approaches to estimating energy and demand savings. We proposed an M&V approach for Pool Pumps and a modeling approach for TVs and Set-Top Boxes.

CPS ENERGY - HOME MANAGER EVALUATION (2012-2013)

In 2012, and again in 2013, Nexant completed an evaluation of CPS Energy's Home Manager Pilot Program. This program was originally offered to a limited number of residential customers in 2012 and has grown to nearly 20,000 participants. Nexant installed 195 loggers in 2012 to independently validate the meter data recorded by the Home Manager system. The Home Manager system collects a tremendous volume of data on each participating home that required Nexant to develop efficient data processing and analytical techniques for use in the evaluation. Load reduction estimates were developed using a weather-dependent regression analysis both at the whole-house and device level. Load reduction estimates from the circulating fan in the homes were developed using the difference between the whole-house reductions and the sum of the device-level impacts. In addition to quantifying the average load impacts from the program, the evaluation examined temperature increases in the homes during curtailment events, the effect of event duration and outdoor air temperature on observed impacts, and the prevalence of customer drop-outs from events.

DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL - EM&V OF DELAWARE ENERGY EFFICIENCY AND DEMAND RESPONSE PROGRAMS (2011-2012)

Nexant recently completed a project for the Delaware Department of Natural Resources and Environmental Control (DNREC) where they developed an EM&V Framework and a Delaware-specific TRM, as well as provided EM&V for Delaware's Sustainable Energy Utility's (SEU) state-wide energy efficiency programs. Nexant helped facilitate the stakeholder process for developing the EM&V Framework and played a central role to educate DNREC and inform the Framework on PJM Capacity Market participation. Nexant led the efforts to adapt the Mid-Atlantic TRM to a Delaware-specific TRM through review of commercial measures and commercial baseline assumptions relevant to Delaware. Both the Framework and TRM will inform future program EM&V throughout the state. Nexant also conducted program evaluations of ARRA-funded residential and non-residential state-wide programs administered by Delaware's SEU. Specifically, Nexant conducted an impact and process evaluation of the commercial prescriptive and custom rebate programs which focused largely on lighting and HVAC measures. Nexant also evaluated the new residential "green" construction program to assess the energy impacts, isolating market effects to understand common building practices. In addition to EM&V efforts, Nexant implemented baseline studies for both the residential and the commercial & industrial sectors. The project involved a considerable amount of stakeholder engagement and regulatory scrutiny from the Delaware Public Service Commission (PSC). A key aspect of Nexant's role was to manage the interface between DNREC, outside interveners, PJM, the utilities, the SEU, and the Delaware PSC.

SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD) - NEW TECHNOLOGY SERVICES EVALUATION (2010-PRESENT)

Nexant is currently conducting an evaluation of SMUD's New Technology Services. SMUD's Energy Efficiency and Customer Research and Development (EECRD) group focuses on the practical application of new technologies which address existing market barriers and on the education of potential consumers in the use of new technologies. This approach is aimed at

bringing together producers and consumers to solve problems of market entry, enabling manufacturers to make improvements to the usefulness of their products and customers to make informed decisions about applications for those products. It is designed to reduce the risk of pioneering by testing and improving new technologies using credible test methodologies in both laboratory settings and in venues familiar to end users.

There are currently approximately 20 technologies in various stages of evaluation, with installations at approximately a hundred customer sites. Technologies being evaluated include lighting, light emitting diodes, residential building shell construction, evaporative and other cooling, demand response controls, motor controls, non-chemical water treatment, and a wide variety of other technologies. Nexant anticipates evaluating an additional 15 to 20 technologies for SMUD in the next two years.

For the Advanced Lighting Controls program, Nexant developed online survey instruments and interview guides to assess customer satisfaction, implementation issues, and persistence of savings issues associated with the use and maintenance of the new technologies. These surveys will help the EECRD better understand the process-related aspects of the initiative and human-related aspects of the technology's performance.

SACRAMENTO MUNICIPAL UTILITY DISTRICT - EVALUATION OF SMART PRICING OPTIONS PILOT (2012-PRESENT)

Under funding from the Federal government's Smart Grid Grant Awards, SMUD implemented one of the best designed pricing pilots ever conducted in the electricity industry. The pilot strictly adhered to rigorous experimental design standards and implemented randomized control trials (using a recruit and delay design) and randomized encouragement designs to determine customer acceptance of and response to TOU, CPP and TOU/CPP tariffs under both opt-in and default enrollment. An interim evaluation covering the load impacts for the first summer was completed in early 2013 and the final evaluation will be sent to DOE in the next month. The evaluation examined the relative impacts for default and opt-in pricing plans, looked at impact persistence across two years, estimated discrete choice models for opt-in pricing plans and attrition models for both opt-in and default plans, conducted a conjoint survey to assess how changes in rate characteristics would affect customer acceptance, and estimated the cost effectiveness of each pricing plan. An end of pilot survey was also conducted to determine customer satisfaction with various rate options, perceptions about the different rates in terms of fairness, degree of understanding and interest in staying on the rates and other key issues.

SACRAMENTO MUNICIPAL UTILITY DISTRICT - RESIDENTIAL ENERGY STAR LIGHTING PROGRAM IMPACT EVALUATION (2010)

Nexant conducted an impact evaluation of SMUD's Residential Energy Star Lighting Program for the 2008 and 2009 program years, which had gross savings claims of over 86 GWh of energy and 12 MW of demand. For the impact evaluation, it was specified that the results be reported with a 10% precision and 90% confidence level. To represent this level statistically, Nexant drew a random sample of SMUD's residential customers to participate in a direct mail response survey. The survey was designed to enable Nexant to determine the realization rate

for CFL installations, assess freeridership and spillover, and provide a CFL market characterization for the SMUD service territory.

SACRAMENTO MUNICIPAL UTILITY DISTRICT - IMPACT EVALUATION OF SMARTPRICING OPTIONS PILOT (FREEMAN, SULLIVAN & CO.)

Under funding from the Federal government's Smart Grid Grant Awards, SMUD implemented one of the best designed pricing pilots ever conducted in the electricity industry. The pilot strictly adhered to rigorous experimental design standards and implemented randomized control trials (using a recruit and delay design) and randomized encouragement designs to determine customer acceptance of and response to TOU, CPP and TOU/CPP tariffs under both opt-in and default enrollment. An interim evaluation covering the load impacts for the first summer was completed in early 2013 and the final evaluation was sent to the DOE. The evaluation examined the relative impacts for default and opt-in pricing plans, looked at impact persistence across two years, estimated discrete choice models for opt-in pricing plans and attrition models for both opt-in and default plans, conducted a conjoint survey to assess how changes in rate characteristics would affect customer acceptance, and estimated the cost-effectiveness of each pricing plan. The evaluation includes not only load impact assessments, but also an end of pilot survey with discrete choice modeling of customer acceptance of various rate strategies, cost-effectiveness modeling, and ex ante predictions of customer acceptance and response to various rate options under alternative implementation strategies.

SACRAMENTO MUNICIPAL UTILITY DISTRICT - RESIDENTIAL APPLIANCE SATURATION SURVEY (FREEMAN, SULLIVAN & CO.)

Freeman, Sullivan & Co. (FSC) was retained by SMUD to design and pretest their first in-house study appliance saturation and train their employees in the methodology required to conduct such a study. The survey instrument design effort produced two versions of the survey, which varied in question wording and order. Each version was sent out as a pretest to measure the response rate relative to each instrument. Half of each version was sent out with a one-dollar incentive, the other half with no incentive. From this pretest, we monitored the respective response rates for each of the four sample mailings. This exercise not only demonstrated to the client the effectiveness of different mailing options, but also provided quantitative data to support assumptions that had been made regarding factors affecting response rates throughout the mail survey industry.

SACRAMENTO MUNICIPAL UTILITY DISTRICT AND AURORA RESEARCH GROUP - ENERGYHELP BILL ASSISTANCE PROGRAM PARTICIPANT SURVEY (FREEMAN, SULLIVAN & CO.)

FSC conducted a multiple-wave telephone survey for the Sacramento Municipal Utility District (SMUD) in a joint effort with Aurora Research Group. FSC contacted all SMUD customers who had applied and received financial assistance through the EnergyHELP Bill Assistance Program. The survey was designed to measure customer satisfaction and to evaluate program and staff effectiveness. Formative findings were incorporated into SMUD's administration of the program for continuous improvement.

SACRAMENTO MUNICIPAL UTILITY DISTRICT - RATES DEPARTMENT - RESIDENTIAL CUSTOMER ATTITUDES, NEEDS, AND OPINION SURVEY (FREEMAN, SULLIVAN & CO.)

FSC surveyed a representative sample of residential customers to measure their satisfaction with SMUD service and to obtain information about their willingness to pay for renewables, energy conservation programs, and SMUD activities that stimulate the local economy. The survey also collected information about customers' willingness to switch to alternative suppliers. FSC used a two-stage process to collect the information. The results of the survey were statistically summarized and reported to SMUD and used to guide decision-making in the areas of resource and energy efficiency program planning.

2.2 REFERENCES

Nexant Reference 1	
Client Name	CPS Energy
Client Contact Name, title, phone, and email	Mr. Ricardo Luna Manager, Demand Management and Analysis (210) 353-2222 rluna@cpsenergy.com

Evaluation, Measurement, & Verification (2008-Present)
Home Manager Evaluation (2012-2013)

Please See Section 2.1 for full project descriptions

Nexant Reference 2	
Client Name	Ontario Power Authority
Client Contact Name, title, phone, and email	Mr. Phil Bosco Evaluation Manager (416) 969-6095 phil.bosco@powerauthority.on.ca

Effectiveness of HVAC Installation Optimization Training Program (2013-2014)
Evaluation of the 2011-2012 Consumer Program (2012-2013)

Please See Section 2.1 for full project descriptions

Nexant Reference 3	
Client Name	Sacramento Municipal Utility District (SMUD)
Client Contact Name, title, phone, and email	Ms. Jennifer Potter Pricing and Resource Planning (916) 732-6149 jpottter@smud.org

New Technology Services Evaluation (2010-Present)
Evaluation of Smart Pricing Options Pilot (2012-Present)
Residential Energy Star Lighting Program Impact Evaluation (2010)
Impact Evaluation of Smartpricing Options Pilot (FSC)
Smud Residential Appliance Saturation Survey (FSC)
Energyhelp Bill Assistance Program Participant Survey (FSC)
Rates Department - Residential Customer Attitudes, Needs, and Opinion Survey (FSC)

Please See Section 2.1 for full project descriptions

3 QUALIFICATIONS OF TEAM



Salil Gogte is a Principal in Nexant's Customer Strategy, Planning & Analysis (CSPA) Group and will act as Principal Investigator for this contract. Salil will have overall and final responsibility for the project, and will be directly involved in managing client relations. Salil has over 10 years' experience in the evaluation industry and currently manages Nexant's EM&V contracts for major programs administered by Con Edison in New York; Roseville Electric and SMUD in California; Ameren Missouri's Residential programs; Statewide Programs in Pennsylvania, Wisconsin, and Maine; and the Ontario Power Authority in Canada.

Stephen George, Senior Vice President of Nexant's Customer Strategy, Planning and Analysis Group, will act as Technical Advisor for this contract. Stephen has more than 38 years of experience in the energy field, nearly all of it involving consulting to electric and gas utilities or government entities. He has overseen or managed dozens of evaluations of energy efficiency and demand response programs in California and elsewhere. He has also worked on the design and evaluation of a wide variety of behavioral conservation programs.

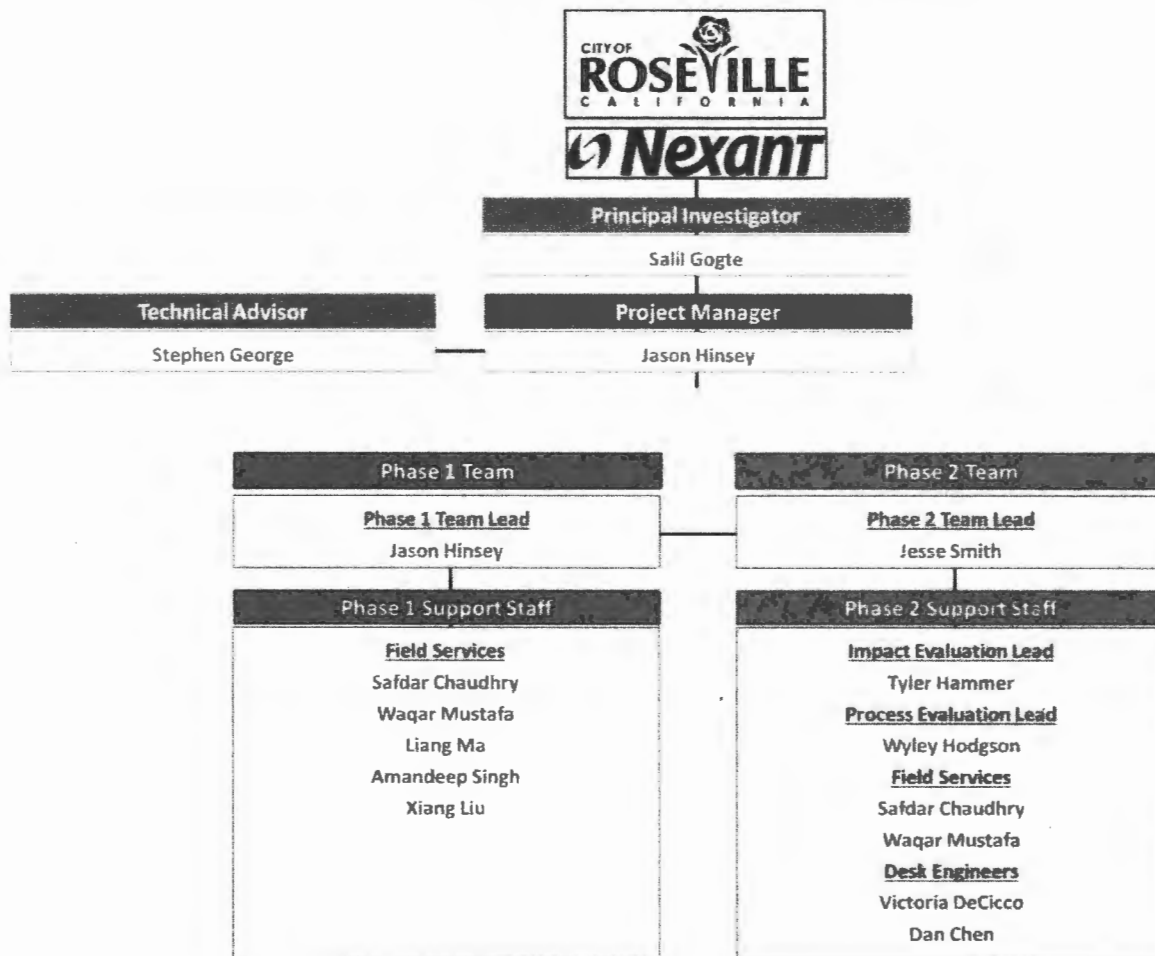
The Project Manager and Phase 1 Team Lead for this evaluation will be Jason Hinsey, a Consulting Engineer in Nexant's Customer Strategy, Planning & Analysis Group, who has been successfully delivering energy consulting services and managing EM&V of residential energy efficiency programs for the Ontario Power Authority, Ameren Missouri, and several other Nexant clients for the past five years.

Senior Consultant Jesse Smith, who will be the Phase 2 Team Lead for this evaluation, is a certified statistician and has expertise in analytical methods to evaluate energy efficiency and demand response programs, experimental design, benefit cost modeling, and metering technology.

Tyler Hammer, a Senior Consultant with eight years of project management experience in the energy industry, will lead the impact evaluation. Wyley Hodgson, a Senior Consultant with over eight years of experience in clean technology energy services, will lead the process evaluation. Desk Engineers Victoria DeCicco and Dan Chen will provide support for Tyler and Wyley for the impact and process evaluations. Our local staff in Elk Grove, California will provide Field services.

A project team organizational diagram is provided in Figure 3-1 on the next page, and full bios of each team member are provided on the pages following the diagram.

Figure 3-1: Project Team Organizational Diagram



SALIL GOGTE, CMVP, LEED AP: PRINCIPAL INVESTIGATOR

Salil Gogte is a Principal Consultant in Nexant's Customer Strategy, Planning & Analysis Group, where he provides DSM consulting services to investor-owned utilities, government agencies, and energy end users. He currently directs and oversees Nexant's regional activities in the Northeast United States and Canada with offices in Pennsylvania, New York, and Massachusetts. Salil is a strong proponent of energy efficiency and demand response initiatives and specializes in program planning and third-party independent evaluations. In recent years, Salil has directed and overseen all evaluation activities for portfolio evaluations conducted by Nexant for Con Edison and NYSEDA in New York, Northeast Utilities and United Illuminating in Connecticut, the Public Service Commissions in Pennsylvania and Wisconsin, Efficiency Maine, Ameren Utilities in Missouri, the Delaware Energy Office, and the Ontario Power Authority in Canada. Salil is a qualified engineer by academic training and a Certified M&V professional. He is also an active member of EVO's IPMVP Technical Committee.

**DR. STEPHEN GEORGE: TECHNICAL ADVISOR**

Dr. Stephen George is a Principal Consultant with Nexant and leads the Customer Strategy, Planning & Analysis Group. He has more than 38 years of experience in the energy field, nearly all of it involving consulting to electric and gas utilities or government entities. His areas of expertise include pricing strategy, demand response market analysis, demand-side management program design and evaluation, electric industry restructuring, strategic and marketing planning, market research, and energy demand modeling. In recent years, Dr. George has worked extensively on issues associated with electricity pricing and advanced metering, including the design and evaluation of California's Statewide Pricing Pilot. He was a member of the DOE / LBNL Technology Advisory Group overseeing the design and evaluation of pilot studies of dynamic rates conducted by a number of U.S. utilities. He was also the lead evaluator on SMUD's SmartPricing Options Pilot, which is widely recognized as one of the best pricing pilots ever done in the electricity industry. A decade earlier, he was one of the lead architects and evaluators of California's Statewide Pricing Pilot.

Dr. George has provided analysis and/or testimony on the benefits of time-based pricing enabled by advanced metering for SDG&E, PG&E, ComEd, Xcel Energy, RG&E, NYSEG, CMP, and the Department of Public Service in Vermont. Dr. George was the lead author of California Demand Response Load Impact Estimation Protocols and Protocols for Estimating Load Impacts Associated with Demand Response Resources in Ontario. He was also one of the principal authors of EPRI's Guidelines for 'Designing Effective Information Feedback Pilots: Research Protocols'. Since writing the CPUC Protocols in 2008, Dr. George has overseen or managed dozens of evaluations of pricing and demand response programs in California and elsewhere. He has also worked on the design and evaluation of a wide variety of behavioral conservation programs.

JASON HINSEY, LEED AP: PROJECT MANAGER / PHASE 1 TEAM LEAD

Jason Hinsey is a Consulting Engineer in Nexant's Customer Strategy, Planning & Analysis Group and focuses on technical energy analysis and measurement & verification (M&V) of energy savings within demand side management (DSM) evaluations. Jason's experience includes development and implementation of M&V plans for a wide range of DSM programs, full delivery (design, implementation, and analysis) of energy use baseline and light metering studies, facility auditing and analysis, and building energy modeling for clients including the Ontario Power Authority, the Delaware Department of Natural Resources and Environmental Protection, Georgia Power Company, and the Pennsylvania Public Utility Commission. In addition, Jason provides technical review services to NYSERDA's incentivized solar photovoltaic, solar thermal, and distributed generation projects through assessing hundreds of installations for code compliance, energy production, and overall system design and installation. Prior to joining Nexant, Jason was an account manager at Tozour Energy Systems where he analyzed commercial and industrial HVAC system design as well as evaluated overall building energy performance. He received a Bachelor's of Science degree in Mechanical Engineering from Purdue University and holds a Master's of Science degree in Architectural Engineering from The Pennsylvania State University. Jason is a LEED Accredited Professional, an Engineer in Training, an Association of Energy Engineers (AEE) Energy Manager in Training, and a Building Performance Institute (BPI) Building Analyst Professional.

JESSE SMITH: PHASE 2 TEAM LEAD

Jesse Smith is a Senior Consultant in Nexant's Customer Strategy, Planning & Analysis Group and has over five years of experience delivering energy consulting services and managing EM&V of demand response and energy efficiency programs. His expertise includes statistical analysis and M&V of energy efficiency programs, regression modeling, database architecture, benefit cost modeling, and metering technology. Prior to joining Nexant, Jesse worked as a load research analyst for GoodCents Solutions where he performed statistical analyses of the energy and demand savings of a number of direct load control and energy efficiency projects for client utilities. He received a Bachelor's of Science degree in Psychology from the University of North Carolina at Chapel Hill and a Master's of Science degree in Applied Statistics from Kennesaw State University. Jesse holds a Base SAS programming certification and a Six Sigma Green Belt certification from the American Society for Quality.



TYLER HAMMER: IMPACT EVALUATION LEAD

Based in the Louisville, CO office, Tyler Hammer plays an instrumental role in Nexant's Customer Strategy, Planning & Analysis Group. Tyler has a successful track record of managing studies of critical importance to utilities and state agencies from potential and baseline studies, to program planning and software deployment. He offers more than eight years of project management experience in the energy industry, helping utilities and state agencies strategically plan and allocate more than three billion dollars towards cost-effective demand side management programs. In addition, he serves on the Board for the Rocky Mountain chapter of the Association of Energy Services Professionals (AESP) helping to make it the premier AESP chapter in the country. Prior to joining Nexant, Tyler worked for Navigant Consulting where he developed the 2010 Colorado Utilities Report. He was also the executive director for Sustainable San Mateo County in California. Tyler holds a Master's degree in Business Administration from the University of Colorado, Leeds School of Business with a focus in finance and energy, and received a Bachelor's of Science degree from the University of Wisconsin-Madison.

WYLEY HODGSON: PROCESS EVALUATION LEAD

Wyley Hodgson serves as a Senior Consultant within Nexant's Customer Strategy, Planning, and Analysis group. Wyley's principle role is managing program evaluations for Nexant's clients. In this capacity, Wyley develops and implements EM&V plans and policies for a wide range of DSM programs, involving statistical sampling and analysis, survey instrument design, and cost-effectiveness analysis. Evaluations performed by Wyley have brought insight to our clients' programs that have resulted in program modifications that ultimately drive more cost-effective energy savings for our clients' program portfolios. Wyley is currently managing the evaluation of the Department of Energy's Better Buildings Neighborhood Program as well as the evaluation for Ameren Missouri's residential programs. Wyley has over eight years of experience in clean technology energy services. Prior to joining Nexant, Wyley was a Project Manager for C-Power where he specialized in developing and implementing web-based real-time energy monitoring systems for clients. Wyley holds an MBA and MEM (Master of Environmental Management) from Duke University and BA degrees in environmental science and philosophy from University of California, Santa Cruz.

**DR. SAFDAR CHAUDHRY : FIELD SERVICES, PHASE 1 & 2**

Dr. Safdar Chaudhry is a Senior Engineering Manager in Nexant's Utility Services, Energy Efficiency Delivery business practice. Dr. Chaudhry has over twenty years of professional experience in the energy industry with program management expertise spanning over fourteen years, and is based out of Nexant's Sacramento, CA office. He currently manages a team of professionals on energy efficiency projects and is responsible for overseeing technical and financial analysis of projects and federal and local code compliance; and maintaining quality of all deliverable products demonstrating technical excellence, objectivity, and clarity while maintaining project schedules.

Dr. Chaudhry supports program implementation and evaluations for California utilities and performs and directs energy audits and retro-commissioning projects for commercial, industrial, and institutional facility owners. He has a comprehensive knowledge of energy efficiency technologies and their applicability in a variety of settings. Dr. Chaudhry is currently managing SMUD's Emerging Technology Evaluation program, where Nexant is providing monitoring and analysis services for projects involving new and emerging technologies. He is also Nexant's program manager for the Integrated Energy Audit program. Prior to joining Nexant, at ADM associates, Dr. Chaudhry managed the Mobile Energy Clinic Project for SCE, SoCal Gas, and SDG&E; Integrated Energy Audits program for PG&E; Industrial Evaluation and Technology Saturation Study for BC Hydro; New Construction Program Evaluation for Energy Trust of Oregon; NYSERDA's Mobile Energy Clinic program; SMUD's Retrocommissioning program; Commercial End Use Survey (CEUS) Project for CEC; PacifiCorp's Evaluation of Finanswer Express Energy Efficiency program; Energy Trust's Impact Evaluation of Commercial Building Efficiency program; Nonresidential Measure Retention Study for SCE; New Construction Baseline Study for BC Hydro; Public Interest Energy Research (PIER) Project for California Energy Commission; and Lodging Industry Energy Audits Project for SoCal Gas.

Dr. Chaudhry holds a PhD in Mechanical Engineering from the University of Birmingham in the United Kingdom, an MS in Mechanical Engineering from George Washington University in Washington D.C., and a BS in Mechanical Engineering from the University of Engineering & Technology in Lahore, Pakistan.

Dr. Chaudhry possesses extensive background and experience in renewable energy technologies. He has designed, implemented, and tested a solar thermal space heating system for a dwelling, and has also presented many research papers related to active and passive solar technologies at international conferences and workshops.

WAQAR MUSTAFA: FIELD SERVICES, PHASE 1 & 2

Waqar Mustafa is a Senior Engineer II in Nexant's Utility Services business unit and is located in the Sacramento, California office. He has over eleven years of professional experience in the energy industry. Waqar focuses on energy audits and analysis, building simulations, and measurement & verification (M&V) of energy savings within DSM evaluation. His experience includes project management; building energy simulation on eQuest and DOE-2 software; reviewing the large commercial retro-commissioning projects; development and implementation of measurement & verification plans for a wide range of DSM programs; and facility auditing and analysis. Prior to joining Nexant, Waqar was a Mechanical Engineer at ADM Associates, Inc. where he specialized in energy surveys and audits; evaluating prescriptive and custom programs; and project management. He holds an ME in Mechanical Engineering from the University of Texas at Arlington, as well as a BS in Mechanical Engineering from the University of Engineering and Technology, Lahore, Pakistan.



LIANG MA: FIELD SERVICES, PHASE 1

Liang Ma is a Project Engineer in Nexant's Utility Services business unit. She supports Nexant's utility clients' performance-based energy savings programs by providing due-diligence reviews, inspections, and audits for commercial and industrial customers' energy efficiency projects.

VICTORIA DECICCO: DESK ENGINEER, PHASE 2

Victoria DeCicco has five years of experience in energy efficiency and renewables with a focus on technical energy analysis and measurement & verification of energy savings within demand side management programs. Her recent work includes the overseeing of a statewide Commercial Lighting Metering Study; research for a statewide Commercial & Industrial Market Potential Study; and verification of energy and peak demand savings for multiple programs across the US and Canada. Prior to joining Nexant, Victoria was an Energy Engineer at RealWinWin where she specialized in providing energy efficiency consulting and procuring financial assistance for energy efficiency projects to national retailers. Victoria holds a BS in Architectural Engineering with a Structural Concentration from Drexel University. She is a member of the Association of Energy Service Professionals (AESP) and the Society of Women Engineers (SWE), and is both a Certified Energy Manager (CEM) and an Engineer in Training.

DAN CHEN: DESK ENGINEER, PHASE 2

Dan Chen provides research and analysis support and specializes in measurement & verification of energy efficiency programs. Her expertise includes conducting on-site inspections, reviewing and updating savings protocols for technical reference manuals, and characterizing market baseline energy usage. Dan holds a BS degree in Environmental Science with a minor in Mathematics from the University of North Carolina at Chapel Hill.



In addition to her extensive coursework at University of North Carolina, she has studied abroad in Thailand, where she took graduate-level classes related to energy, life-cycle assessment, and sustainability.



4 PROJECT UNDERSTANDING

Nexant understands the research study for this project is divided in two Phases. Phase 1 includes a metering study to update the prescriptive hours of use values provided by the Energy Star Central Air Conditioner calculator with primary data collected from Roseville customers. The Energy Star data is based on secondary information adjusted to Roseville weather conditions. Nexant research indicates the equivalent hours of use from the Energy Star calculator overestimate the energy savings for the AC program. Our proposal provides a robust approach to conduct a metering study on a representative sample of homes taking into consideration the presence of a whole house fan that will impact the AC energy consumption. Qualified Nexant inspectors will conduct the metering study at high standards of quality and safety. Nexant will provide metering equipment at no cost to Roseville Electric. Metering will include a measurement of the AC fan motor run time, and indoor and outdoor air temperature to weather normalize the raw data based on a regression model. Nexant's approach goes beyond the RFP requirements to develop load shapes and load duration curves. The added tasks would be delivered at the same reasonable cost using Nexant's pre-existing analysis tools. Load duration curves allow for utilities to understand how much capacity is needed to serve each AC unit and how little (or often) that capacity is used. The data provided will be useful for prospective cost planning and load management efforts.

Roseville has outlined the following objectives for the Phase 2 program evaluation:

- Verify the energy efficiency savings and reductions in energy demand achieved by the Residential Air Conditioning, Whole House Fan, Variable Speed Pool Pumps, and Window Shade Screen programs in fiscal year 2015-2016, including net-to-gross ratios.
- Provide feedback on program effectiveness which may result in program improvements.
- Update equivalent full load hours for AC units using metering study results from Phase 1.
- Evaluate the prescriptive savings assumptions for Whole House Fan, Pool Pumps, and Window shades in the E3 model for California.

Phase 1 results will feed the evaluation of the AC program in Phase 2. Three other programs are included in the analysis that collectively represents 8% of the total savings from the Roseville portfolio. The primary goal of evaluation efforts is assurance that programs cost-effectively address the hurdles customers face when it comes to implementing energy efficiency measures in their home or businesses. The primary findings from evaluation efforts help utilities plan for future program offerings. Several factors must be planned for and thoroughly outlined prior to any evaluation activity to ensure that evaluation dollars are spent wisely and that the results of the evaluation efforts are statistically valid. Among these factors is the leadership of the evaluation efforts by a strong and knowledgeable team. Nexant has the proven technical engineering experience needed to evaluate program impacts, and provide the strong process and market evaluation expertise needed in evaluating how well a program is operating, both on the customer side, and relative to industry-proven best practices.

5 PROJECT PLAN



Nexant's project plan is based on a sound understanding of the prescriptive assumptions currently used by Roseville Electric to estimate impacts for the Air Conditioning, Whole House Fan, Variable Speed Pool Pumps, and Window Screen Shade programs. Our objective is to conduct primary research and update Roseville's prescriptive input assumptions. A comparative study will be conducted with other jurisdictions based on Nexant's experience. The following sections explain our data collection methodology, analysis techniques, alternative approaches, special considerations, and expected results.

5.1 PHASE 1 SCOPE OF WORK

RE's methodology for calculating energy use, and thus savings, from residential air conditioners uses the following algorithm:

$$\text{kWh} = \text{EFLH} \times \text{kW}$$

where:

kW = value obtained from DEER 2013 AC equipment list

EFLH = 871 hours, taken from the ENERGY STAR Central Air Conditioner Calculator for the Sacramento region

However, the evaluation work done in 2013 of RE's Right Size Rebate program found that, of the air conditioning units metered, the EFLH was 372 hours, which is only 43% of the hours used by RE currently. It is critical to note that the data gathered for the Right Size Rebate program evaluation lacked rigor in two key areas. First, the data was only collected beginning in August, which forces the ensuing analysis to extrapolate the collected data over the rest of the cooling season. Second, the quantity of samples was too low to justify modifying the EFLH. While the number of samples was large enough to suffice the needs of the program being evaluated, the broad use of the residential cooling EFLH among other programs warrants a larger sample size.

Further, with such a stark difference between the ENERGY STAR and Right Size Program evaluation EFLH values, Nexant understands RE's need to determine, with a high degree of confidence, a Roseville-specific residential air conditioning EFLH. As such, Nexant proposes a more robust investigation into this parameter than was previously done by performing on-site metering for approximately 70 sites, yielding a statistical confidence and precision of 90% and 10%, respectively, for Roseville's full population.

To ensure a representative study of RE's population is performed; Nexant will divide the 70 sampled sites into segments based on whether or not the homes have a whole house fan. Each segment sample size will be proportionate to the size of the population in RE's service territory. Using the 2009 California Residential Appliance Saturation Study as a guide, 19% of single family homes were reported to have a whole house fan.¹ Therefore, 19% of the selected sample should be homes that have whole house fans. However, 19% of the sample is only 13 data points, which would yield very low statistical significance. Therefore, Nexant recommends sampling a minimum of 17 homes with whole house fans, thereby giving a 90% statistical level of confidence and 20% margin of error to each segment. Table 5-1 shows how Nexant plans to segment the sample.

Table 5-1: Participant Counts by Program

Program	Estimated % of Homes	Sample Based on Saturation Study	Adjusted Sample
Without Whole House Fan	81%	57	53
With Whole House Fan	19%	13	17

Determining anticipated volume of samples is just one step of developing a sample frame. Nexant will start by looking at Roseville's customer information system data and filter out ineligible or otherwise not suitable sample candidates from the population. For example, accounts with extremely low previous energy usage typically indicate that the property is vacant. Similarly, finalized or inactive accounts would be dropped from the population. Nexant will then request a large sample population (approximately 1500 residential accounts) from Roseville from which to recruit. Our experience with past similar studies tells us that a large sample population will be needed to ensure the individual segment sample targets are met.

Once the sample has been selected, recruiters at Nexant's in-house call center will reach out to customers to schedule appointments. Recruiting will be performed by experienced personnel and will follow proper call-back protocol, as agreed upon by Roseville and Nexant. Also, appropriate steps will be taken to mitigate potential sample bias through recruiting. Sample bias refers to the outcome where a sample is selected incorrectly and does not represent the true population because of non-random reasons. For this study, the sample may be biased towards an older population as they are home to accept a survey. Our team will make all efforts to reduce or minimize this potential for bias through offering a variety of site visit timeslots to accommodate customers' busy schedules.

For each participating home in the study, Nexant plans to perform the following tasks during the two site visits:

Site Visit #1:

- Collect nameplate information from the AC condensing unit
- Verify if the home has (or does not have) a whole house fan

¹ California Energy Commission, 2009 California Residential Appliance Saturation Study, October 2010, pg. 11

- Note the thermostat cooling setpoints and ask the homeowner if the setpoint schedule remains constant over the summer
- Deploy a data logger to track the AC condensing unit's hours of use (see photo below)
- Deploy a second data logger to track the home's indoor air temperature
- Inform the homeowner of the logger locations

Figure 5-1: Example of Amp Meter Deployed in Residential AC Unit

**Site visit #2**

- Collect the two previously deployed data loggers
- Give the homeowner a gift card for their participation

Table 5-2 outlines the devices, the quantities Nexant has on hand, the installation location, what data will be collected, and how the information will be used:

Table 5-2: Data Logging Devices

Device	Nexant Quantity	Installation Location	Measurement	Information Provided
HOBO UX100-001	59	Near Thermostat	Indoor Temperature	Whether the Thermostat's Setpoints are met*
HOBO U10-001	63			
HOBO U12-012	264	Power Supply Line to AC Condensing Unit	AC Amperage	Motor Run Time
HOBO U12-006	106			
HOBO H22-K	1400			

*Setpoints are noted during site visit

As Table 5-2 indicates, Nexant possesses a vast trove of loggers which ensures the right loggers will be ready to go at the beginning of the 2015 cooling season. Also, the memory size of these data loggers allows for gathering 5 minute interval data throughout the entire estimated cooling season - i.e. beginning of May through the end of September. Figure 5-2 is a sample screenshot of the setup menu when deploying one of the loggers showing the amount of days that can be logged at 5 minute intervals.

Figure 5-2: Launch Menu Display for Amp Logger

Sensors

Configure Sensors to Log:

- ☐ 1) Temperature
- ☐ 2) Relative Humidity (Depends on Temp Channel 1)
- ☐ 3) Light Intensity
- ☒ 4) C/A/B-28 Amp AC
- ☐ 5) Logger's Battery Voltage

Deployment

Logging Interval: **5 minutes**

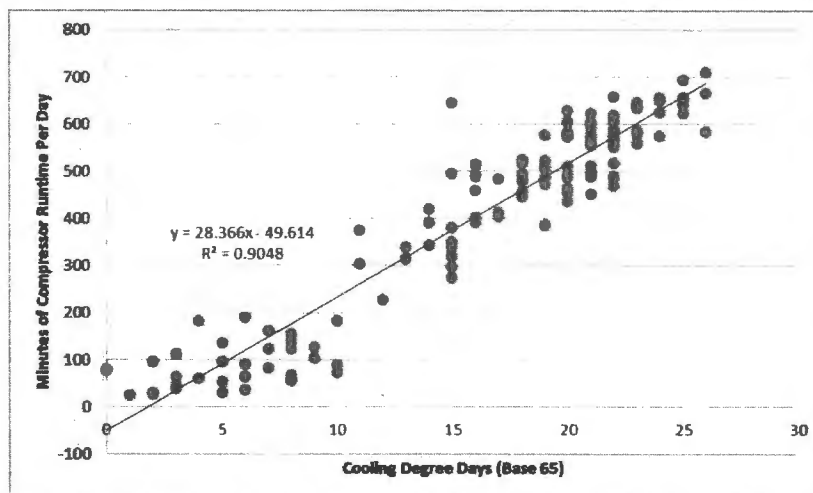
Logging Duration: **150.8 days**

Start Logging: **On Date/Time**

After the field data has been collected, Nexant will conduct an analysis to determine an average EFLH for the sampled group of sites as a whole and for each segment (i.e. with or without whole house fan). The analysis will include steps to ensure the true EFLH are determined, and not EFLH representative of other factors such as weather or occupant behavior.

To mitigate the effect of 2015 weather relative to other years, the data will be normalized to a typical meteorological year's weather conditions. The first step to doing this is deriving a relationship between cooling degree days and runtime. An example output showing this relationship, taken from a study Nexant recently performed in Texas is shown in Figure 5-3. From this plot, Nexant will develop the regression relating cooling degree days to AC runtime. Then, local average weather data from industry standard sources such as NOAA or ASHRAE will be combined with the regression to arrive at weather normalized yearly residential air conditioning EFLH value.

Figure 5-3: Runtime vs. Cooling Degree Day for Residential Air Conditioning Units

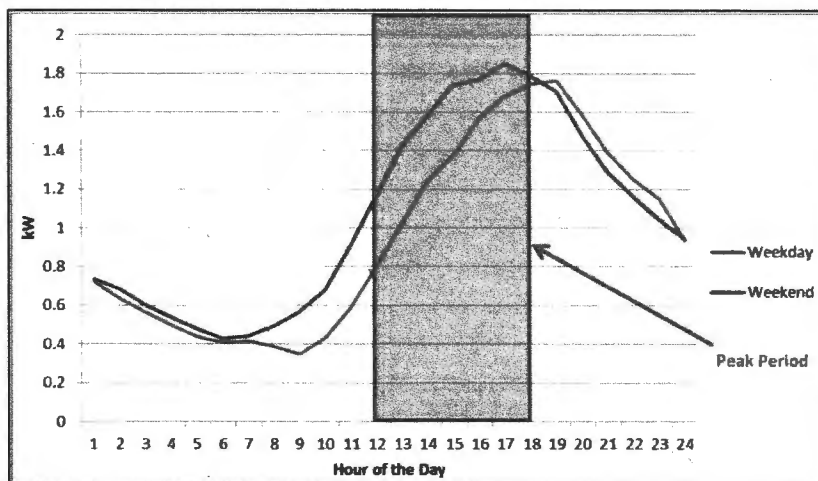


To check the effect of suspect occupant behavior (extremely high or low total run times) and also serve as a cross check to the AC run-time data, indoor air temperature readings will also be reviewed and compared to the corresponding AC unit's run-time data logs.

In the event that a home is served by multiple central air conditioning units due to zoning within the house or building additions, Nexant will meter each central AC unit for EFLH and will ensure that the hours of use determined are representative of the home as a whole.

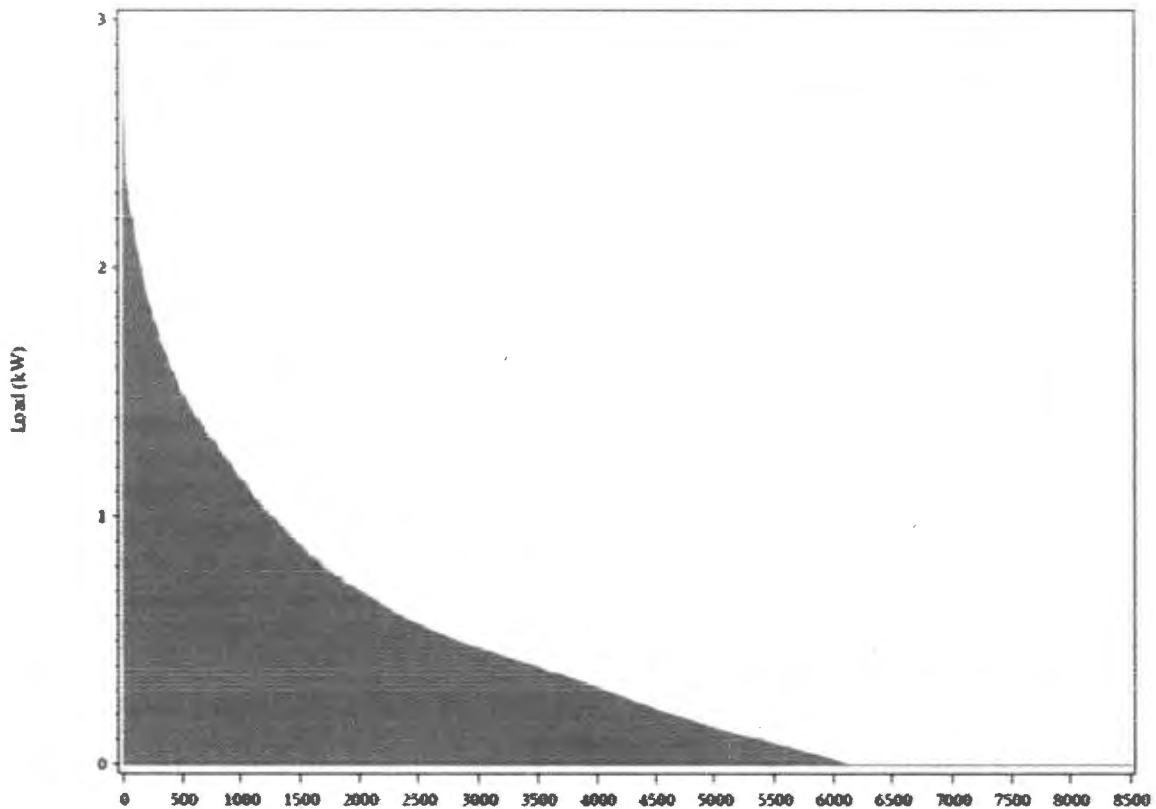
Lastly, the data collected is useful for more than just RE's original intended use of developing an EFLH. Nexant can easily use the collected data to produce other useful and insightful outputs such as loadshapes and load duration curves. Loadshapes are fundamental to understanding hour to hour equipment usage. That advanced understanding can inform many aspects of program planning, implementation, and evaluation. For example, loadshapes can be used as a reference in design a program that realistically estimates, using Roseville-specific data, potential demand savings derived from a proposed demand response program. For reference, an example residential AC loadshape is shown in Figure 5-4.

Figure 5-4: Example Residential AC Loadshape with Peak Demand Period Shown



Another key output from the collected data are load duration curves. Load duration curves allow for utilities to understand the how much capacity is needed to serve each AC unit and how little (or often) that capacity is used. Figure 5-5 below shows an example residential AC load duration curve taken from another recent Nexant study. One of the key takeaways from this a chart like this is cost planning. That is, while this particular utility needs to have 3 kW of capacity in place per AC unit to serve the load, the energy sales they get from that 3 kW investment is pretty low. Therefore, the rate charged per kWh should provide enough revenue for the utility to cover the fixed cost of serving that AC unit's throughout the year, despite only needing much of that capacity a very small amount of the year.

Figure 5-5: Example Residential AC Load Duration Curve



5.2 PHASE 2 SCOPE OF WORK

5.2.1 Approach and Methodology

The primary determinants of evaluation costs are the sample size and the level of rigor employed in collecting the data used in the impact, process, and market characterization analysis. The accuracy of the study findings is in turn dependent on these parameters. Our proposal reflects a plan to balance cost and rigor using a value of information approach. Techniques that we will use to conduct our evaluation, measurement, and verification (EM&V) activities, and to meet the goals for this evaluation as stated in the RFP, include on-site inspections, telephone surveys, documentation review, best practice review, and interviews with implementation staff and program participants.



The proposed approach and budget for Phase 2 have been prepared based on the requirements and scope of work outlined in the RFP. All evaluation work will be conducted in compliance with the CEC EM&V methodology for POU's in the CEC Guidelines (January 2011). Nexant will work with Roseville Electric on approaches and options not included in this proposal to reduce evaluation costs and/or revise areas of research to provide a truly tailored evaluation for Roseville Electric.

5.2.2 Task 1: Evaluation Plan

The first step in the evaluation process is to develop an Evaluation Plan that will describe the processes which will be followed to complete the evaluation tasks outlined for this project. Nexant will organize a project kick-off meeting with all appropriate Roseville staff, and bring to this meeting a draft evaluation plan based on our proposed methodology outlined in this proposal. The purpose of the meeting will be to finalize the methodology for the evaluation based on our draft, provide Roseville Electric the opportunity to clarify tasks included in the selected methodology, and to begin assembling the data records and tracking tools that are needed to start conducting the evaluation tasks. A specific goal of the meeting is to identify the reporting requirements for the study, and to then work backwards to identify the independent variables that must be determined to meet the requirements. As a result of the kick-off meeting, the Nexant team will finalize the Evaluation Plan and present this to Roseville Electric for final approval.

Planning is a critical precursor to the successful implementation of any program evaluation. Nexant will devote a strong effort to develop an overall plan and architecture for the evaluation review and reporting activities that will be necessary, in order to provide an accurate and independent evaluation of the Residential programs for Air Conditioning, Whole House Fan, Variable Speed Pool Pump, and Window Shade Screens. It is our experience that by involving experienced, senior staff at the planning and initial investigation stages, that we can most effectively use lower cost junior staff to carry out the data collection tasks that make up the bulk of the investigation workload. Thus good planning is also an effective cost control tool.

The general structure for the EM&V plan will include the six sections described on the following page.

1) Introduction, Key Issues, and Objectives. This section will go over the main points of the program and its key features that most affect the evaluation plan. It will summarize the evaluation plan; present the objectives; describe the key components; discuss key issues that result from initial meetings with Roseville Electric, implementation staff, and stakeholders; and review program data and documentation. Finally, this section will discuss the main objectives the evaluation intends to address.

2) Approach to Estimating Verified Savings. This section will discuss the data collection and analysis approach and steps taken to verify records on measures installed and savings claims, and to re-estimate program savings based on evaluation findings. It will describe the following:

- Data and information needs from Roseville Electric and implementation contractors
- Data collection steps
- Verification methods
- Sample design and statistics
- Analysis approach, methods, and rigor
- Key metrics, including energy and demand savings
- Cost effectiveness analysis methodology
- Suggested quality assurance and quality control procedures for the implementation contractors



3) Approach to Process Evaluation. Process evaluations provide management information on program delivery and implementation and market response to the program. In developing the program-specific plans, we will design the process evaluations to target specific research objectives. The process evaluation will achieve considerable depth and breadth of understanding about the program, which will provide Roseville Electric confidence in the findings and the conclusions and recommendations. This section will discuss the following:

- Research objectives for the process evaluation
- Sampling plan for each target audience
- Data collection approach for each target audience
- Quality assurance and quality control procedures for data collection instrument development, data collection procedures, and analysis procedures

5) Activity and Reporting Schedule Summary. This section will present the schedule, typically in a table and Gantt chart, including all major data collection and analysis activities, milestones, and the schedule of deliverables.

5) Budget. We will present the final evaluation budget by task. It will be based on the bottom-up budget developed by Nexant for the proposal. Staffing resources will be included in the budgets.

6) Other Activities. These will include meetings and updates with the Roseville Electric's evaluation manager, and any needed activities for full impact evaluations, benefit-cost analysis, or other related work.

5.2.3 Task 2: Review of Program Databases

Our evaluation will begin with a review of the Roseville Electric's programs database and tracking system. The program tracking system should provide basic customer information and gross reported impact information for each project which can be leveraged in the evaluation. Key fields include the following:

- Customer identification information (name, address, account number)
- kWh and kW savings associated with each measure installed
- Size and efficiency information for installed measures
- Performing contractor identification information
- Installation and rebate dates and confirmation

We will assess whether the program tracking system can adequately support our evaluation and the program's reporting needs. Then, we will recommend additional data fields or tracking procedures as necessary. If program tracking software or data collections practices change at any point during the program year, we will review the database immediately. Additionally, as the evaluation progresses, we will investigate how data are imported to of Roseville Electric's database and review any existing QA/QC procedures taken by program staff to ensure accuracy of the database.

Within one month of receiving all relevant program data and conducting our review, we will provide the results of our tracking system review in separate program-specific deliverables. In these deliverables, we will either confirm that the systems and data collection tools will provide the required evaluation data, or we will offer suggestions for system modifications or an alternate plan for obtaining data that is not being collected. As appropriate, we will also provide recommendations for improving data tracking, quality, or consistency. We recognize that, frequently, data that would enhance evaluation efforts is costly to obtain during program implementation or may be overly burdensome to program participants; therefore, we will work closely with Roseville Electric to balance the costs associated with data collection with alternate sources or evaluation approaches.

5.2.4 Task 3: Estimate Gross and Net Energy and Peak Demand Savings

The CEC EM&V guidelines divide an evaluation into two research areas to determine gross and net savings (or impacts). Gross impacts are the energy and demand savings that are found at a customer site as the direct result of a program's operation, while net impacts are the result of customer and market behavior that can add to, or subtract from, a program's direct results.

5.2.4.1 Gross Savings

Nexant will estimate gross savings through a combination of site inspections, phone surveys, and engineering analysis for a random sample of program participants. Site inspections and phone surveys will provide Nexant with verified data points that will serve as parameter inputs into custom engineering algorithms. In addition to measure-specific data, Nexant will also collect pertinent data on program participant's homes, occupancy, and behavior to refine the outputs from the engineering analysis. We will then adjust the program-reported savings for the sample

to reflect the verified savings, and this adjustment is captured in a realization rate, the ratio of evaluation review savings to program-reported savings for the sample. A detailed list of all information to be gathered as part of the gross savings evaluation will be included in the Final Evaluation Plan for Roseville's review and comment.

Additionally, Nexant may use a billing regression analysis to validate the prescriptive E3 savings assumptions for the whole house fan or AC measures. Utility billing data will be requested from Roseville for all participating homes (i.e., experimental group) and for a comparison group of non-participants. The comparison group should consist of non-participant customers that have a similar consumption profile to participating customers as well as other similarities such as home size, location, etc. Utility billing data for both the experimental and comparison groups will be analyzed in Stata. If it is not possible to develop a comparison group, Nexant will perform a billing analysis on participant data only. Additional detail on the billing regression approach is described below.

Option C utility billing analysis involves creating a separate model for each home and the measure or measures installed. The dependent variable in the models is the average daily consumption (kWh) for the billing period. The independent variables are the average number of cooling degree days and the average number of heating degree days in the billing period. The basic form of the model is shown below:

$$\text{Daily kWh} = \beta_0 + \beta_1 * \text{AveCDD} + \beta_2 * \text{AveHDD} + \beta_3 * \text{AveHDD} * \text{Postind} + \beta_4 * \text{AveCDD} * \text{Postind}$$

Where:

<i>Daily kWh</i> number of	=	The energy (kWh) consumed during the billing period divided by the days in the billing period.
<i>B₀</i> which present, or	=	The intercept term in the regression model. This represents the energy would be consumed in the home if no heating or cooling load were the non-weather dependent load.
<i>B₁</i> represents the day prior to program	=	Cooling coefficient determined during the modeling process. This number of daily kWh the home uses per cooling degree participation.
<i>AveCDD</i>	=	Average number of cooling degree days observed in the billing period.
<i>B₂</i> represents degree day prior to	=	Heating coefficient determined during the modeling process. This the number of daily kWh the home uses per heating measure installation.
<i>AveHDD</i>	=	Average number of heating degree days observed in the billing period.
<i>Postind</i> installation	=	An indicator variable equal to 0 for billing periods prior to measure and 1 for billing periods after measure installation.

B_3 = Coefficient representing the change in daily kWh use per HDD following measure installation

B_4 = Coefficient representing the change in daily kWh use per CDD following measure installation

The gross savings estimate is a “difference-in-differences” estimate in the pre/post change in weather normalized cooling consumption between the experimental and comparison groups. If a comparison group is not available; the savings is the difference between the pre and post weather normalized energy consumption of the participants. By taking the difference in the β_4 terms between the experimental and comparison groups and multiplying by the Annual CDD for RE’s service territory Nexant would develop a weather normalized estimate of annual cooling savings attributable to measure installation.

Once the evaluation review savings are determined by either engineering analysis or billing regression analysis, an average realization rate is calculated for each project and then applied to total program savings using Equation 1.

Equation 1: Adjusted Savings Calculation

$$\text{kWh}_{\text{adj}} = (\text{kWh}_{\text{rep}}) * (\text{Realization Rate})$$

Where

kWh_{adj} = kWh adjusted by the evaluation team for the program (evaluation review savings)

kWh_{rep} = kWh reported for the program

Realization Rate = $\text{kWh}_{\text{adj}} / \text{kWh}_{\text{rep}}$ for the research sample, same for kW

5.2.4.2 Net Savings

When programs are implemented using rate payer funding, it is important to assess to what degree the energy savings or peak reduction is a result of the program efforts or of other efforts in the market place and would have occurred without program intervention. The dominant method used for estimating net effects is some form of self-report. While self-report is subject to a variety of biases, it is relatively low cost and can provide a consistent metric for a program.

There are two factors that net savings takes into account: one is the free rider rate, which is an estimate of the percent of participants or savings that would have occurred without program intervention. The second is spillover, of which there are two types: participant spillover and nonparticipant spillover. Spillover is more difficult to measure with confidence than free ridership because while it is possible to use self-reports or on-site observation to identify likely investments in energy efficiency by participants and nonparticipants, it is difficult to develop an estimate of the energy savings value of the investment without knowing what was replaced and its condition at time of replacement.

Free Ridership

Our approach to free ridership follows the common method outlined in the Pennsylvania Evaluation Framework, which leverages a detailed battery of questions to assess both intention and program influence but is still concise enough to not introduce survey burden on the participants.

Specifically, our method will use telephone surveys to probe the influence of the program on the customer's decision, what likely would have happened had the program not been available to the customer, and whether the customer had sufficient budget available to undertake the efficient purchase in the absence of an incentive. The survey responses are then converted into scores, which then can be aggregated and quantitatively represent the free ridership of each program.

The free rider rate (FR rate) is estimated as:

Equation 2: Free rider rate calculation (as a percentage)

$$FR\ rate = \frac{(program\ influence\ FR\ score) + (stated\ intention\ FR\ score)}{100}$$

Where the scores for program influence and stated intention are each between 0 and 50.

Spillover

Similar to free ridership, participant spillover will also be estimated during the telephone surveys with participants and will leverage the methodology presented in the Pennsylvania Evaluation Framework. Each participant will be asked if any other investments have been made in energy using equipment since participating in the program. If any, we will ask whether they are also energy efficient, and if so, we will ask for more detail about the equipment, obtain the name plate information, and ask if the participant can also provide any information about what equipment was replaced.

Nonparticipant spillover will not be estimated for this project given the unreliability of self-reports and the difficulty in estimating the resulting energy benefits.

Once the free ridership and spillover metrics are determined for each program's sample, they are combined into a net-to-gross ratio as shown in Equation 3.

Equation 3: Net-To-Gross Calculation

$$\text{Net-To-Gross (NTG)} = (1 - \text{FR} + \text{PSO})$$

Where

FR = Free ridership

PSO = Participant Spillover

If Nexant elects to use a billing regression analysis, spillover will not be included in the NTG analysis. Billing regression analysis will capture any potential spillover actions taken by the customer as it provides a profile of the entire home's energy consumption. Therefore, the impact of any spillover action will be accounted for and should not be included in the NTG so as not to double count savings.

Finally, net savings are determined by multiplying the gross savings by the net-to-gross ratio as shown in Equation 4.

Equation 4: Net Savings Calculation

$$\text{kWh}_{\text{net}} = (\text{kWh}_{\text{adj}}) * (\text{NTG}), \text{ same for kW}$$

5.2.4.3 Sample Design

Nexant assumes that FY15-16 participation and savings levels will be unchanged from the FY14-15 projection provided in the RFP. The sampling plan will be updated after we receive the final population data set from Roseville Electric. Table 5-3 shows the projected program savings, participation and savings share of the Roseville Energy Efficiency portfolio based on our research of Roseville's public filings. The four residential programs selected for evaluation have <10% savings contribution to Roseville's portfolio with the AC units and Pool Pumps carrying more weight than the others. Our evaluation approach is based on this value of information research. The CEC guidelines require evaluators to select level of rigor based on this savings contribution analysis.

Table 5-3: Projected Program Participation for 2015-2016

DSM Program	Participants	Projected Savings (kWh)	Average kWh Savings per Participant	Share of 2016 Savings Target (%)
Residential Air Conditioning	420	191,000	455	2.4%
Residential Whole House Fan	180	109,000	606	1.4%
Residential Variable Speed Pool Pumps	200	337,311	1687	4.2%
Residential Window Shade Screens	160	6,500	401	0.1%
Total - 4 Programs		643,811		8.0%
2016 Savings Target - Roseville		8,037,000		

Nexant proposes that the evaluation of the four residential programs - Air Conditioning, Whole House Fan, Variable Speed Pool Pump, and Window Screens - be designed to achieve +/- 10% precision at the 90% confidence level² for the overall portfolio of four programs. The lower level of rigor for individual programs is permitted by CEC EM&V Guidelines which states that less precision is reasonable depending on the size and importance of the program. Table 5-4 summarizes the number of surveys to be conducted per program. The participant sample will be common for the impact assessment, process evaluation, and NTG analysis.

¹ California Municipal Utilities Association, Energy Efficiency in California's Public Power Sector Status Reports, A 2014 Status Report, Appendix B

² Assuming a coefficient of variation (C_v) of 0.5

Table 5-4: Confidence/Precision Level and Sample Sizes by Program

Program	Projected kWh	Participants	C/P ¹	Total Sample Size (Surveys)	On-Site Analysis (Subset)
Residential Air Conditioning	191,000	420	90/20	25	4
Residential Whole House Fan	109,000	180	90/20	17	4
Residential Variable Speed Pool Pumps	337,311	200	90/15	31	4
Residential Window Sunscreens	6,500	160	80/20	11	0
Total			90/9	84	12

¹ C/P = Statistical Confidence / Precision at an assumed Coefficient of Variance of 0.5

In order to increase the impact of the limited number site inspections, higher preference will be given to sites that participated in more than one of the four programs during FY15-16.

In addition to the participant sample, Nexant will also solicit additional information on each program through in-depth interviews with Roseville Electric program staff as well as for the process evaluation. The purpose of these interviews will be to gain insight into program design, goals, and processes and to help establish an overall assessment for how the program is running. Moreover, interviews will investigate specific aspects of the measures being offered in each program. For instance, we will discuss with contractors their experience installing high efficiency air conditioners regarding perceived market demand. This information will be used to derive qualitative findings specific to each program and to form recommendations for possible program improvements. Table 5-5 illustrates our anticipated interview schedule.

Table 5-5: Program Interviews

Program	Program Staff	Contractors
Residential Air Conditioning	1	5
Residential Whole House Fan	1	5
Residential Variable Speed Pool Pumps	1	5
Residential Window Sunscreens	1	5
Total	4	20

5.3 PROGRAM SPECIFIC APPROACH

The following sections outline Nexant's proposed approach to evaluating each of the programs.

5.3.1 Residential High Efficiency Air Conditioner Program

The Residential High Efficiency Air Conditioner Program (AC Program) offers a tiered rebate option to Roseville Electric customers. Each tier provides an increasing rebate value - \$350, \$550, or \$850 - based on the efficiency of the system of the customer elects to install. A programmable thermostat must also be present or installed with the new system to meet program eligibility requirements.

Nexant's program evaluation approach will seek to identify how the program is functioning, ways to improve its effectiveness, and to quantify the impacts from the installation of eligible measures, including quantification of interactive effects if a customer also participated in the Whole House Fan or Window Shade Screen programs.

Air conditioning systems are often oversized and are usually not operating at manufacturer's specifications at install, including improper refrigerant charge and inadequate airflow across the coils. As federal standards have risen to SEER 13 and as the installed population's average nominal SEER is rising over time, savings opportunities shift more toward the installation itself.

The surveys and on-site visits will collect information to be used in both the impact (gross and net) and process evaluations, including:

- Verification of measure installation, temperature set points, occupancy patterns, and baseline conditions.
- Customer motivations for participating in the program.
- Customer satisfaction with the program and with the utility overall.
- Any changes in behavior that may impact energy use.
- Whether customers have taken additional energy efficiency actions, independently or through Roseville Electric, after participating in the program.

5.3.1.1 Process Evaluation

Process evaluations provide program managers and their management with insights into how programs are operating and where there are opportunities to improve program efficiency and effectiveness. Our process evaluation approach will identify how the AC Program is functioning, ways to improve its effectiveness, assess customer satisfaction with and awareness of the program, and assess and contractor performance.

We will investigate the following program-specific research questions for the LIWP (Table 5-6):

Table 5-6: AC Program-Specific Research Questions

Research Questions	Indicators/Areas Of Investigation	Research Tools
What is the current level of program awareness among customers?	Awareness of AC Program by customers	Marketing review
To what extent has awareness of the program increased over the last measurement period?	Use of marketing materials/outreach strategies	Previous AC Program evaluations and research
Does the program impact customer action to participate in other programs?	Are AC Program customers electing to participate in other HVAC-related programs?	Participant surveys (n=25)
What is the process for contractor participation in the program?	How are contractors screened? What percent of local contractors participate?	In-depth interviews with program staff and contractors (n=6)
What QA/QC screens are practiced by program staff and are they effective?	How are AC installations managed for QC?	
Are customers' perceptions comfort and energy savings improved by the program?	Customers perception of comfort and energy savings	Participant surveys (n=25)
How well is the program designed for the Roseville AC market?	Perceived market pulls/pushes	In-depth interviews with program staff and contractors (n=6)

Process Evaluation Sampling Plan and Activities:

Program Review:

- Review program documentation including but not limited to:
 - Program implementation manuals
 - Logic models
 - Process flow maps
- Review of prior evaluation findings including previous program recommendations

Marketing review:

- Review program collateral, program records, and previous research to inform and supplement awareness data collected from participant surveys.

Participant survey with 25 customers:

- Design participant survey instrument to solicit information on the following topics:
 - The effectiveness of the program delivery with focus on the installation process.
 - The value and benefits customers gain from the service.
 - Customer satisfaction.

Interviews with program staff and contractors:

- Investigate insights into how the program is designed, implemented, and delivered to customers.
- Understand what components of the program have been most effective, least effective, and what changes have been implemented on the program based on customer, evaluation, or internal feedback.
- Investigate both “push” (contractors offering greater or improved HVAC-related efficiency services) and “pull” (consumers demanding greater or improved HVAC-related efficiency services) in Roseville Electric’s territory.

5.3.1.2 Impact Evaluation

Nexant will evaluate the energy savings for the Air Conditioning Program primarily through engineering analysis. We will focus our evaluation activities on the verification of pre- and post-retrofit equipment as well as the size of the equipment. Verification will be achieved through a review of project documentation, telephone surveys and the performance of on-site inspections on a random sample of projects. These data points will be used in combination with the full load operating hours determined by Phase 1 to estimate gross savings for customers that participated in the Air Conditioning Program using the following engineering algorithm:

$$\Delta kWh = Hours_{cooling} \times \Delta kW$$

where

$Hours_{cooling}$ = the full load operating hours, and

ΔkW = kW reduction per system obtained from the DEER 2013 AC equipment list.

5.3.2 Cool Home - Whole House Fan

Through its Cool Home - Whole House Fan Program, Roseville Electric offers its customers a tiered rebate of either \$200 or \$400 for the installation of standard or advanced whole house fans, respectively. Nexant will seek to identify how the program is functioning, ways to improve its effectiveness, and to quantify the impacts from the installation of eligible measures, including quantification of interactive effects if a customer also participated in the AC or Window Sunscreen Programs.

The surveys and on-site visits will collect information to be used in both the impact and process evaluations, including:

- Verification of measure installation, temperature set points, occupancy patterns, and baseline conditions.
- Customer motivations for participating in the program.
- Customer satisfaction with the program and with the utility overall.
- Any changes in behavior that may impact energy use.
- Whether customers have taken additional energy efficiency actions, independently or through Roseville Electric, after participating in the program.

5.3.2.1 Process Evaluation

Nexant's process evaluation approach will identify how the Whole House Fan Program is functioning and potential areas for improvement, assess customer satisfaction with and awareness of the program, and assess contractor performance.

We will investigate the following program-specific research questions for the Whole House Fan Program (Table 5-7):

Table 5-7: Whole House Fan Program-Specific Research Questions

Research Questions	Indicators/Areas Of Investigation	Research Tools
What is the current level of program awareness among customers?	Awareness of Whole House Fan Program by customers.	Marketing review
To what extent has awareness of the program increased over the last measurement period?	Use of marketing materials/outreach strategies.	Previous Whole House Fan Program evaluations and research (if available)
Does the program impact customer action to participate in other programs?	Are Whole House Fan Program customers electing to participate in other HVAC-related programs?	Participant surveys (n=17)
What is the process for contractor participation in the program?	How are contractors screened? What percent of local contractors participate?	In-depth interviews with program staff and contractors (n=6)
What QA/QC screens are practiced by program staff and are they effective?	How are Whole House Fan installations managed for QC?	
Are customers' perceptions comfort and energy savings improved by the program?	Customers' perception of comfort and energy savings.	Participant surveys (n=17) Database and customer billing records.

Process Evaluation Sampling Plan and Activities:**Program Review:**

- Review program documentation including but not limited to:
 - Program implementation manuals
 - Logic models
 - Process flow maps
- If available, review of prior evaluation findings including previous program recommendations

Marketing review:

- Review program collateral, program records, and previous research to inform and supplement awareness data collected from participant surveys.

Participant survey with 17 customers:

- Design participant survey instrument to solicit information on the following topics:
 - The effectiveness of the program delivery with focus on the installation process.
 - The value and benefits customers gain from the service.
 - Customer satisfaction.

Interviews with program staff and contractors:

- Investigate insights into how the program is designed, implemented, and delivered to customers.
- Understand what components of the program have been most effective, least effective, and what changes have been implemented on the program based on customer, evaluation, or internal feedback.

5.3.2.2 Impact Evaluation

The Whole House Fan program savings are based on prescriptive values from the E3 model and are achieved by pulling cooler nighttime air into the home while forcing warmer air out of the attic.

Nexant proposes that the evaluation for this program be conducted through either a review of deemed savings or a billing regression analysis. The choice of methodology will be based on whether there are a sufficient number of projects with pre- and post-retrofit billing data for cooling months (April to September). Please see Section 5.2.4.1 for a detailed description of the billing regression analysis approach.

In both scenarios, telephone surveys and on-site inspections on a random sample of projects will be used to verify measure installation. Utility bills and survey responses will be used to confirm that the residence is air conditioned. If billing regression analysis is possible, Nexant would perform a regression analysis with a weather adjustment based on daily weather data for Sacramento.

The site inspections will include spot measurements of the whole house fan (if accessible) for comparison to the kW from E3. Data logging of the whole house fan can be added as an option to provide load shape data that would increase the rigor of the evaluation. Pricing for this supplementary work can be provided at request.

5.3.3 Residential Variable Speed Pool Pumps

Roseville Electric single family customers are offered a \$200 rebate for the installation of a variable speed pool pump to replace existing single speed pool pumps or for new pool installations. To be eligible for the rebate, customers must also have a programmable controller unit. Nexant will assess the Pool Pump Program's operations and impacts through analysis of data collected both on-site at customers' homes as well as through phone surveys.

The on-site and phone survey will collect information to be used in both the impact and process evaluations, including:

- Verification of measure installation, operation hours, and baseline conditions.
- Customer motivations for participating in the program.
- Customer satisfaction with the program and with the utility overall.
- Any changes in behavior that may impact energy use.
- Whether customers have taken additional energy efficiency actions after participating in the program.

5.3.3.1 Process Evaluation

Nexant's process evaluation approach will identify how the Pool Pump Program is functioning, ways to improve its effectiveness, assess customer satisfaction with and awareness of the program, and assess and contractor performance.

We will investigate the following program-specific research questions for the Pool Pump Program (Table 5-8):

Table 5-8: Pool Pump Program-Specific Research Questions

Research Questions	Indicators/Areas Of Investigation	Research Tools
What is the current level of program awareness among customers?	Awareness of Whole House Fan Program by customers.	Marketing review
To what extent has awareness of the program increased over the last measurement period?	Use of marketing materials/outreach strategies.	Previous Pool Pump Program evaluations and research Participant surveys (n=31)
What is the process for contractor participation in the program?	How are contractors screened? What percent of local contractors participate?	In-depth interviews with program staff and contractors (n=6)
Are customers' perceptions comfort and energy savings improved by the program?	Customers' perception of comfort and energy savings.	Participant surveys (n=68)
What is the market penetration of variable speed pool pumps?	Frequency of variable speed installations in the Roseville market and technology adoption barriers.	In-depth interviews with program staff and contractors (n=31)

Process Evaluation Sampling Plan and Activities:**Program Review:**

- Review program documentation including but not limited to:
 - Program implementation manuals
 - Logic models
 - Process flow maps
- Review of prior evaluation findings including previous program recommendations

Marketing review:

Review program collateral, program records, and previous research to inform and supplement awareness data collected from the general population survey.

Participant survey with 31 customers:

- Design participant survey instrument to solicit information on the following topics:
 - The effectiveness of the program delivery with focus on the installation process.
 - The value and benefits customers gain from the service.
 - Customer satisfaction.

Interviews with program staff and contractors:

- Investigate insights into how the program is designed, implemented, and delivered to customers.
- Understand what components of the program have been most effective, least effective, and what changes have been implemented on the program based on customer, evaluation, or internal feedback.
- Investigate the approximate market penetration of variable speed pool pumps within Roseville Electric's territory and potential barriers to adoption.

5.3.3.2 Impact Evaluation

Pool pump program savings are based on prescriptive values from the E3 model and are predicated on the fact that less energy is consumed when a pump operates at a lower speed for a longer period of time. Nexant is proposing that the evaluation for this program be conducted using an engineering analysis. Telephone survey and on-site inspections on a random sample of projects will be used to determine how the participant is operating the system and to obtain the size of the in-ground pool to determine if the pump was calibrated to the pool size. Additionally, we will use the on-site and/or phone survey will inquire with the customer about average hours of use as well as impacts the pump has on filtering time.

The data gathered from the surveyed and inspected projects will be applied to engineering algorithms to calculate Annual kWh Savings and peak kW Savings. The site inspections will include spot measurements of the pool pump for comparison to the kW from E3. Data logging of pool pumps can be added as an option to provide load shape information and hours of use to increase the rigor of the evaluation. Pricing for this supplementary work can be provided at request.

5.3.4 Residential Window Shade Screens

To further reduce customer cooling loads, Roseville Electric offers a rebate for the installation of sunscreens in customers' homes. A rebate of \$1.00 per installed square foot of screen is provided by Roseville Electric. To be eligible, customers must install sunscreens that have a solar heat gain coefficient of 0.35 or less, must be installed on windows in conditioned space that are not north facing and are not already shaded with window treatments (e.g., curtains, awnings, etc.). Nexant's evaluation approach will assess the program's performance and will quantify the impacts from the installation of eligible measures, including quantification of interactive effects if a customer also participated in the Air Conditioning or Whole House Fan programs.

The surveys will collect information to be used in the impact and process evaluations, including:

- Verification of measure installation and baseline conditions.
- Customer motivations for participating in the program.
- Customer satisfaction with the program and with the utility overall.
- Any changes in behavior that may impact energy use.
- Whether customers have taken additional energy efficiency actions after participating in the program.

5.3.4.1 Process Evaluation

Nexant's process evaluation approach will identify how the Sunscreen Program is functioning, ways to improve its effectiveness, assess customer satisfaction with and awareness of the program, and assess and contractor performance.

We will investigate the following program-specific research questions for the Pool Pump Program (Table 5-9):

Table 5-9: Sunscreen Program-Specific Research Questions

Research Questions	Indicators/Areas Of Investigation	Research Tools
What is the current level of program awareness among customers?	Awareness of Sunscreen Program by customers.	Marketing review
To what extent has awareness of the program increased over the last measurement period?	Use of marketing materials/outreach strategies.	Previous Sunscreen Program evaluations and research
Does the program impact customer action to participate in other programs?	Are Sunscreen Program customers electing to participate in other HVAC-related programs?	Participant surveys (n=11)
What is the process for contractor participation in the program?	How are contractors screened? What percent of local contractors participate?	In-depth interviews with program staff and contractors (n=6)
Are customers' perceptions comfort and energy savings improved by the program?	Customers' perception of comfort and energy savings	Participant surveys (n=11)

Process Evaluation Sampling Plan and Activities:

Program Review:

- Review program documentation including but not limited to:
 - Program implementation manuals
 - Logic models
 - Process flow maps
- Review of prior evaluation findings including previous program recommendations

Marketing review:

- Review program collateral, program records, and previous research to inform and supplement awareness data collected from the general population survey.

Participant survey with 11 customers:

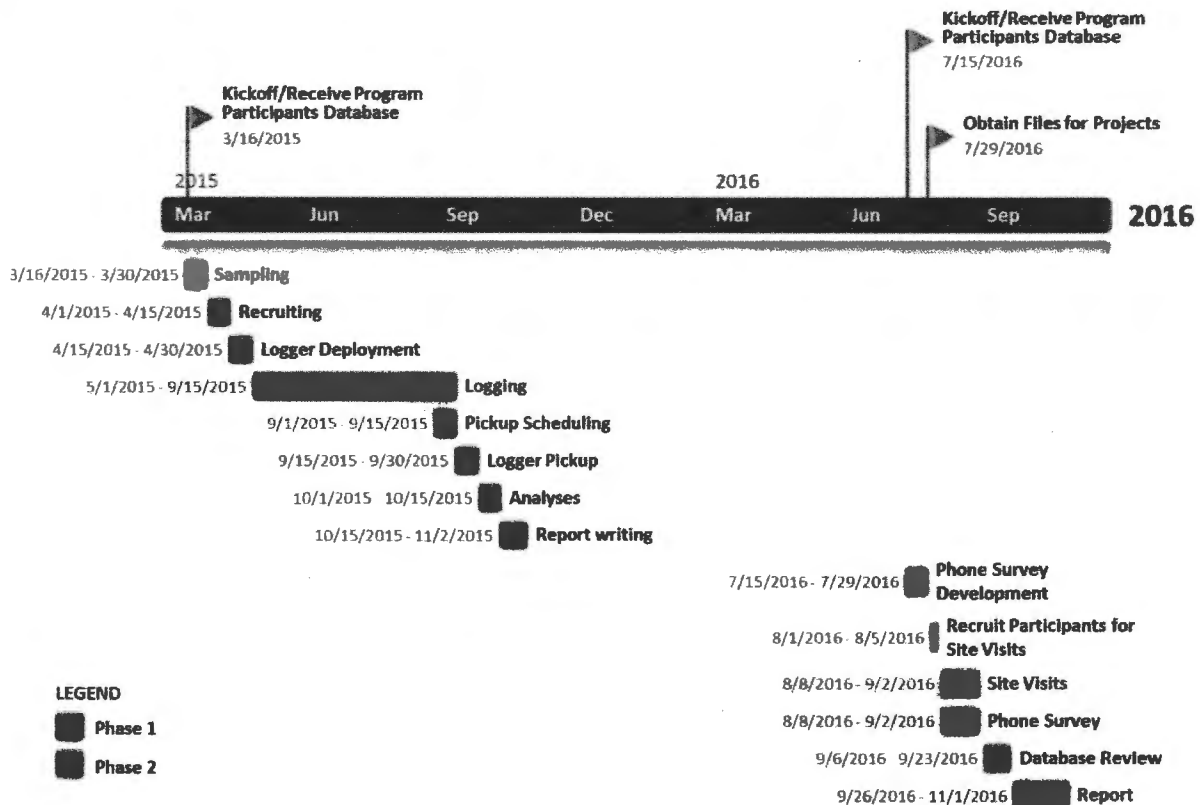
- Design participant survey instrument to solicit information on the following topics:
 - The effectiveness of the program delivery with focus on the installation process.
 - The value and benefits customers gain from the service.
 - Customer satisfaction.

Interviews with program staff and contractors:

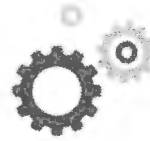
- Investigate insights into how the program is designed, implemented, and delivered to customers.
- Understand what components of the program have been most effective, least effective, and what changes have been implemented on the program based on customer, evaluation, or internal feedback.

5.3.4.2 Impact Evaluation

Due to the small energy savings (6,500 kWh) from and the prescriptive nature of the Sunscreen Program, Nexant is proposing that the evaluation for this program be conducted through an engineering review of deemed savings. Nexant would validate the square footage of installed Window Shade Screen recorded within the savings database through a review of project documents and survey responses. Survey responses would be used to confirm that the residence is air conditioned.

5.4 PROPOSED WORK SCHEDULE

6 | COST PROPOSAL



Nexant has proposed a robust and balanced approach to the evaluation, measurement, and verification services requested by Roseville in RFP No. 107-009. The total budget for the proposed services is \$126,866.

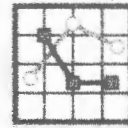
Please refer to Table 6-1 for project costs by staff hours for Phase 1 and Table 6-2 for project costs by staff hours for Phase 2.

Table 6-1: Phase 1 Project Cost by Staff Hours

Phase 1 Tasks	Principal Consultant I	Senior / Managing Consultant	Analyst / Senior Analyst	Admin	ODC	Total Hours	Total Cost
	\$200	\$175	\$119	\$78	-	-	-
Sampling	1	1	2	2	\$0	5	\$631
Site Visit (deploy logger)	1	6	140	21	\$2,888	168	\$22,435
Site Visit (pick up logger)	1	6	105	7	\$2,508	119	\$16,794
Analysis	7	24	20	15	\$0	65	\$8,968
Report	4	21	15	0	\$0	40	\$6,260
Total	12	58	282	45	\$5,396	397	\$55,087

Table 6-2: Phase 2 Project Cost by Staff Hours

Phase 2 Tasks	Principal Consultant I	Senior / Managing Consultant	Analyst / Senior Analyst	Admin	ODC	Total Hours	Total Cost
	\$200	\$175	\$119	\$78	-	-	-
Phone Survey Development (Impact & Process)	0	2	2	4	\$0	8	\$901
Phone Survey Administration	3	41	21	45	\$0	109	\$13,693
Program Staff & Contractor Interviews	0	5	5	10	\$0	20	\$2,253
Site Visit	1	5	24	1	\$1,035	30	\$4,898
Analysis (Impact & Process)	0	53	158	0	\$0	210	\$27,930
Report	14	62	60	4	\$1,000	140	\$22,103
Total	17	167	270	63	\$2,035	517	\$71,779



7 | REQUIRED STATEMENTS / DOCUMENTS

Non-substitution for the designated members of the team without approval by City staff

Nexant confirms that the proposed staff members identified in Section 3 will be the individuals actually performing the work for Roseville, and that Nexant will not substitute those designated members of the team without prior approval by City of Roseville staff.

Absence of a Conflict of Interest

To the best of our knowledge and belief, Nexant does not have any conflicts of interest relating to providing the EM&V services requested in this RFP to Roseville Electric. If, at any time during the performance of a contract resulting from this solicitation we discover a conflict of interest, we will disclose that conflict immediately to the appropriate Roseville Electric personnel.

Ability and Agreement to Fulfill the Indemnification and Insurance Requirements

Nexant confirms that it can fulfill all of the insurance requirements provided in the sample contract included in Attachment D, and that all costs of complying with the insurance requirements shall be as included in Nexant's cost proposal. Nexant will provide complete and valid insurance certificates within ten (10) days of the City's written request if awarded this contract.

Proprietary Information

Nexant confirms that nothing contained in this proposal response will be proprietary.

Attachment C- Proposer's Certification

A signed and executed copy of Attachment C Proposer's Certification is provided in Appendix B.



8 | EXCEPTIONS

Nexant kindly requests the following exceptions:

- In Section 3, before “resulting from or arising out of” insert “to the extent.”
- In Section 4h, at the end of the section insert, “Either Party’s total liability to the other Party arising out of or in connection with the Agreement shall not exceed the total fee awarded to the CONSULTANT under the Agreement, and both Parties agree to release the other Party from any liability in excess thereof. Under no circumstances shall either Party be liable to the other Party for any consequential or incidental damages, including but not limited to loss of use or loss of profit.”
- In Section 5, at the end of the sentence insert, “subject to the execution of a nondisclosure agreement by the City’s duly authorized representative.”
- In Section 10, at the end of the section insert, “Notwithstanding the foregoing, CONSULTANT retains the right to assign its rights and obligations hereunder in connection with a sale of substantially all its assets or pursuant to a merger.”
- In Section 14, at the end of the section insert, “Provided that the CONSULTANT will own the materials and know-how it brings to, and the general know-how it gains from the performance of the Agreement. CONSULTANT shall also retain all rights to its pre-existing methodologies and data developed during the performance of the Agreement.”



Appendix A TEAM RESUMES

Full resumes for the proposed staff members listed below have been provided immediately following this page.

- Salil Gogte
- Stephen George
- Jason Hinsey
- Jesse Smith
- Ted Lee
- Wyley Hodgson
- Safdar Chaudhry
- Waqar Mustafa
- Liang Ma
- Amandeep Singh
- Xiang Liu
- Victoria DeCicco
- Dan Chen

Salil Gogte, CMVP, LEED AP



Principal Consultant

Salil Gogte is a Principal Consultant in Nexant's Customer Strategy, Planning & Analysis Group located in the Philadelphia (Malvern), PA office. His expertise includes a variety of energy efficiency and demand response consulting services including policy planning, goal setting, program design, assessing market potential, market research and characterization, and Evaluation, Measurement & Verification. Salil currently directs consulting studies for multi-sector utilities and regulators in North America and provides leadership to a team of over 30 engineers and analysts. Salil is an active proponent of economical energy production, transmission and distribution and has spent the last 10+ years advising the energy industry on structuring policies and regulations that govern the economic management of demand side resources.

Areas of Expertise

Market Potential Assessments: Assessing the available potential for energy efficiency, demand response, distributed generation, and renewable energy sources, including expertise in the following: measure development; cost-effectiveness; primary market research; customer billing analysis; and estimating technical, economic, and achievable potentials. Complementary efforts include Integrated Resource Planning (IRP) support, baseline end-use disaggregation, and on-site market research studies.

Market Characterization Studies: Conducting research activities to understand technical and qualitative characteristics of a specific or broad market. Activities include on-site inspections, logistics coordination, customer telephone surveys, and market actor interviews.

Conservation Planning and Program Design: Designing, implementing, marketing, and managing DSM programs focused on electric and gas energy efficiency measures. Developing program materials, manuals, and M&V protocols. Ensuring compliance with energy program rules; working directly with service providers and customers on projects; advising contractors on savings estimates; and providing technical advice to service providers.

Program Evaluation, Measurement, & Verification (EM&V): Setting evaluation objectives; defining baseline scenarios; providing statistical sampling and probability analysis, and metering studies; calculating energy and demand savings; performing quality assurance, gross billing analyses, deemed savings estimation, emissions analyses, statistical forecasting, and attribution and benefit-cost analyses.

Representative Project Experience

PA Act 129 Statewide Evaluator - Evaluation of Pennsylvania Electric Distribution Companies' Energy Efficiency and Conservation Programs — Pennsylvania Public Utility Commission (2011 – Present)

Salil is the Principal in Charge of Nexant's Statewide Evaluation contract with the Pennsylvania Public Utility Commission (PA PUC) to develop policy and technical guidelines, and verify the energy savings and peak demand reduction claims made by seven large electric distribution companies for the Act 129 DSM portfolio. He co-chairs the Act 129 Program Evaluation Group tasked with updating the PA Technical Reference Manual, and conducting market potential assessments and market characterization studies. Salil is also managing stakeholder discussions on numerous topics including policy planning, demand response, hours of use studies, statistical methods for savings verification, PJM resource offerings, and annual reporting.

Education and Licensing

MS, Mechanical Engineering,
University of New Mexico, Albuquerque, NM

BE, Mechanical Engineering,
University of Pune, Maharashtra, India

Certified Measurement & Verification
Professional (CMVP)

LEED Accredited Professional

Work History

Nexant, Inc.: Malvern, PA
Principal Consultant
(2010-Present)

Nexant, Inc.: White Plains, NY
Sr. Project Manager (2006-2010)

ACR Engineering, Inc.: Austin, TX
Mechanical Engineer (2005-2006)

Affiliations

Efficiency Valuation Organization
IPMVP Technical Committee

Association of Energy Service
Professionals (AESF)

Impact Evaluation of Focus on Energy Portfolio — Wisconsin Public Service Commission (2012 – Present)

Salil is the Principal in Charge of multi-sector evaluations of the Focus on Energy program conducted by Nexant for the Wisconsin Public Service Commission. Salil is responsible for all key deliverables and staff activities. He provides leadership and authorizes key sections of the Strategic and Program Specific long-term evaluation plans developed by the Nexant team. The evaluation spans all market sectors and energy efficiency measure types, both custom and prescriptive in nature. The project involves developing statistical sampling algorithms, reviewing M&V methods, performing on-site inspections, and calculating gross and net impacts.

Cross Cutting Evaluation of Business Incentive Programs — Ontario Power Authority (2008 – Present)

Salil is the Principal in Charge of Nexant's multi-year EM&V contracts with the Ontario Power Authority to conduct an impact and process assessment of the Business Incentive, Small Business Lighting, and Consumer Products programs. The programs include large commercial custom and prescriptive, small commercial lighting, and upstream residential buy down rebates. The evaluations involve developing statistical sampling algorithms, developing M&V plans, on-site inspections, metering studies, and calculating gross and net impacts.

Evaluation of 2011 Certified DSM Programs — Georgia Power Company (2011 – 2012)

Salil served as a technical advisor for Georgia Power Company's evaluation of seven certified programs, including residential water heating, residential home energy improvement, residential high efficiency new homes, residential lighting and appliance, residential refrigerator recycling, commercial prescriptive, and commercial custom programs. The evaluation project included the formation of key program questions, planning, stakeholder interviews, customer surveys, on-site inspections, measurement of key measure parameters, and a cost-effectiveness analysis. Evaluation key questions, plans, and cost-effectiveness procedures were developed considering input from stakeholder groups, including the Georgia Public Service Commission.

EM&V of Delaware Energy Efficiency and Demand Response Programs — Delaware Department of Natural Resources and Environmental Control (2011 – 2012)

Salil was the Principal in Charge of Nexant's contract with the Delaware Department of Natural Resources and Environmental Control (DNREC) to conduct an independent evaluation of programs administered by the Delaware Sustainable Energy Utility, Delmarva Power Company, and Delaware municipals and electric cooperatives. The evaluation included performing over 200 site inspections, many of which require the deployment of end-use metering equipment. Numerous analytic techniques were used to calculate ex-post impacts for a wide range of lighting, HVAC, motor, drives, and custom measures offered in commercial, industrial, residential and institutional segments. Evaluation techniques include building simulation and modeling, retrofit isolation engineering calculations, and billing analysis.

Impact Evaluation of Residential Retail Products Program — Efficiency Maine Trust (2013 – Present)

Salil is the Principal in Charge of the impact evaluation team for Efficiency Maine's Residential Retail Products program, which includes the Appliance program and the Lighting program. The impact evaluation is conducted in compliance with ISO-NE measurement & verification requirements set forth in the M-MVDR to support Efficiency Maine's bid of resources into the Forward Capacity Market. The Nexant team conducted a comprehensive metering study to investigate energy consumption patterns of clothes washers, electric water heaters, refrigerators, and dehumidifiers.

Residential Portfolio Program Evaluation — Ameren Missouri (2013 – 2015)

Salil is the Principal in Charge of Nexant's work with Ameren Missouri for the Residential Portfolio program evaluation. The Nexant team leads all evaluation activities for Ameren Missouri's residential portfolio of new and existing programs including the New Construction, Direct Install, Lighting, HVAC and Appliances programs. The evaluation team is using unique approaches to measure market transformation by conducting a control group study of non-participants and trade allies working outside the Ameren programs.

Measurement & Verification Plans — Public Service Electric & Gas Company (2011 – 2012)

Salil worked as a Technical Advisor for the effort to create measurement & verification plans for all of PSE&G's commercial DSM programs outside the New Jersey Clean Energy Program. The plans were drawn within the framework of PJM Interconnection's capacity bidding requirements, and committed PSE&G to deliver over 10MW of capacity to the grid. The plans were ultimately accepted without modification by PJM, leading to a future payment of over \$1 million to PSE&G.

Home Energy Solutions Program Evaluation — Connecticut Energy Conservation Management Board (2009 – 2011)
Salil managed Nexant's EM&V contract with the Connecticut Energy Conservation Management Board to conduct an impact and process assessment of the Home Energy Solutions program administered by Northeast Utilities and United Illuminating. Tasks included calculating gross achieved energy and demand savings, updating prescriptive measure assumptions in the Program Savings Document (PSD), conducting comprehensiveness studies and attribution studies, and providing regulatory support.

Applicant Eligibility Reviews — Ohio Energy Efficiency and Conservation Block Grant (2009 – 2010)
Salil was the Principal in Charge of the Nexant team reviewing applicant eligibility for funding under Ohio's SEP and EECBG programs and authored an in-depth review of two large-impact cogeneration and waste water treatment projects. He delivered Nexant's final presentation and report recommending funding amounts to the Ohio SEP and EECBG administrators and their stakeholders.

New York Energy \$Mart Program Evaluation — New York State Energy Research and Development Authority (2006 – 2009)
As a team leader of New York State Energy Research and Development Authority's (NYSERDA) M&V team, Salil reviewed savings calculation methods and results for the New York Energy \$mart program portfolio. Activities included conducting field inspections to verify equipment installation, taking power and flow measurements to support engineering savings calculations, monitoring energy use, and reviewing energy savings calculation algorithms.

Evaluation of System-Wide Demand Reduction Program — Con Edison of New York (2007 – 2010)
Salil managed a team of engineers providing measurement & verification, market assessment, and causality and cost-effectiveness study services to the Con-Edison (NYSERDA) System-Wide Demand Reduction program. The team's evaluation results were used to file lost revenue claims by Con-Edison to the New York Public Service Commission. Salil coordinated all day-to-day activities with the evaluation team members, subcontractors, and NYSERDA project managers. Tasks included overall project management, field inspections, reviewing energy savings calculations, developing load shapes, conducting customer interviews, conducting time of use analysis, and designing statistical sampling techniques.

Gas Efficiency Program Evaluation — Con Edison of New York (2007 – 2009)
Salil designed and executed the M&V review of the Con-Edison (NYSERDA) Gas Efficiency program regulated by the New York Public Service Commission. The project involved performing site visits, verifying the stated equipment was installed and operational, calculating gross and net program savings, and developing a gas measures deemed savings database.

Distributed Load Reduction Program Process Evaluation — Con Edison of New York (2007)
As a team leader of the evaluation team, Salil conducted a process evaluation of the Con Edison Distributed Load Relief Program (DLRP). The project involved developing and administering surveys to participants, non-participants, and demand response aggregators to conduct a market assessment and make recommendations to improve process efficiency. The project also included a best practices study to compare best practice programs and identify gaps and shortcomings in the DLRP logic model.

Representative Publications

Gang Tan, Salil Gogte, Dakers Gowans, and Cherie Gregoire, "Application of Risk Analysis to Evaluating M&V Requirements for Energy Efficiency Programs", International Conference for Enhanced Building Operations (ICEBO) 2007, San Francisco, USA.

Michael Fisher, Dulane Moran, Salil Gogte, "Engaging Small Customers: Maximizing the Direct-Install Hook", AESP National Conference 2013, Orlando, USA

Jesse Smith, Salil Gogte, "Rate-Payer Funded DR Programs in RTO Competitive Markets – Incremental Benefit or Double-Dip?", AESP National Conference 2014, San Diego, USA

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Every day, Nexant employees partner with customers to reimagine the world we live in and create a more sustainable energy tomorrow.

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Stephen George, Ph.D.



Senior Vice President

Dr. George is Senior Vice President of Nexant, Inc. and leads the Customer Strategy, Planning and Analysis practice. He has more than 38 years of experience in the energy field, nearly all of it involving consulting to electric and gas utilities or government entities. His areas of expertise include pricing strategy, demand response market analysis, demand-side management program design and evaluation, electric industry restructuring, strategic and marketing planning, market research, and energy demand modeling.

In recent years, Dr. George has worked extensively on issues associated with electricity pricing and advanced metering, including the design and evaluation of California's Statewide Pricing Pilot. He was a member of the DOE/LBNL Technology Advisory Group overseeing the design and evaluation of pilot studies of dynamic rates conducted by a number of U.S. utilities. He was also the lead evaluator on SMUD's SmartPricing Options pilot, which is widely recognized as one of the best pricing pilots ever done in the electricity industry. A decade earlier, he was one of the lead architects and evaluators of California's Statewide Pricing Pilot. Dr. George has provided analysis and/or testimony on the benefits of time-based pricing enabled by advanced metering for SDG&E, PG&E, ComEd, Xcel Energy, RG&E, NYSEG, CMP, and the Department of Public Service in Vermont.

Dr. George was the lead author of California Demand Response Load Impact Estimation Protocols and Protocols for Estimating Load Impacts Associated with Demand Response Resources in Ontario. He was also one of the principal authors of EPRI's Guidelines for Designing Effective Information Feedback Pilots: Research Protocols. Since writing the CPUC Protocols in 2008, Dr. George has overseen or managed dozens of evaluations of pricing and demand response programs in California and elsewhere. He has also worked on the design and evaluation of a wide variety of behavioral conservation programs.

Representative Project Experience

Dr. George has conducted a wide variety of work assisting utilities in better understanding customers and markets in order to develop effective pricing and demand side management strategies. Examples of relevant projects include the following:

- Evaluation of SMUD's SmartPricing Options pilot, a randomized control trial involving both opt-in and default enrollment for TOU and CPP rates. This work also involved estimating models of customer choice of rate options as a function of customer and rate characteristics, a discrete choice survey and analysis to see how customer acceptance changes as a function of rate characteristics, and an end of pilot survey to assess customer satisfaction with and perceptions about various pricing plans;
- Load impact evaluation of PG&E's SmartRate tariff (every year since its inception in 2008) and TOU tariffs (for several years). The SmartRate analysis includes customers who have and do not have enabling technology to automate demand response;
- Load impact evaluations of four large-scale air conditioning load control programs – PG&E's SmartAC program, SDG&E's Summer Saver program, SCE's Summer Discount Plan and OPA's peaksaverPLUS program. All of these evaluations have been done for multiple years.

Education and Licensing

*Ph.D., Economics,
University of California at Davis, CA*

*B.S., Economics,
Santa Clara University, CA*

Work History

*Nexant, Inc. San Francisco, CA
Senior Vice President (2014 – Present)*

*Freeman, Sullivan & Co.,
San Francisco, CA
Principal Consultant and CEO
(2006 – 2014)*

*CRA International, Oakland, CA
Vice President (2000 – 2006)*

*Putnam, Hayes & Bartlett,
San Francisco, CA
Vice President (1988 – 2000)*

*Xenergy, Oakland, CA
Vice President (1984 – 1988)*

*Charles River Associates, Boston, MA
Vice President (1979 – 1984)*

*California Energy Commission,
Sacramento, CA
Analyst (1976 – 1979)*

- Testimony on behalf of PG&E concerning load impacts and baseline issues associated with Peak Time Rebates, and reports on the same topic for SDG&E, ComEd and OG&E;
- Design of a time-based pricing pilot for Dominion Virginia Energy;
- For SDG&E, evaluation of randomized control trial to assess charging behavior for electric vehicle owners under three alternative time-of-use tariffs;
- Evaluation of SDG&E's Peak Time Rebate (PTR) program, including dually-enrolled Summer Saver customers and customers who receive PCTs through the Small Customer Technology Deployment (SCTD) program;
- 2013 SCE PTR program, including dually-enrolled Summer Discount Plan (SDP) customers and customers with smart thermostats who participated in the third-party PCT study – we were recently awarded the contract to evaluate this program again for the 2014 program year.

Representative Publications

peaksaverPLUS® Program 2013 Load Impact Evaluation. October 2014. (with Jeeheh Oh and Candice Churchwell).

SmartPricing Options Final Evaluation. September 5, 2014. (with Jennifer Potter and Lupe Jimenez) See also SmartPricing Options Interim Evaluation. October 23, 2013.

2013 Load Impact Evaluation of the San Diego Gas and Electric Co. Summer Saver Program. April 2014. (with Candice Churchwell, Jeeheh Oh and Christine Hartmann).

2013 Load Impact Evaluation of California's Statewide Base Interruptible Program. April 2014. (with Candice Churchwell and Jeeheh Oh).

2013 Load Impact Evaluation of San Diego Gas & Electric Company's Opt-in Peak Time Rebate Program. April 2014. (with Marshall Blundell, Josh Schellenberg and Jeeheh Oh).

2013 Load Impact Evaluation of Southern California Edison's Agriculture and Pumping Interruptible and Real-Time Pricing Programs. April 2014. (with Josh Schellenberg, Christine Hartmann and Ian Deck).

Final Evaluation for San Diego Gas & Electric's Plug-in Electric Vehicle TOU Pricing and Technology Study. April 2014. (with Jonathan Cook and Candice Churchwell).

2013 Load Impact Evaluation of Pacific Gas and Electric Company's Residential Time-based Pricing Programs. April 2014. (with Josh Schellenberg and Aimee Savage).

2013 Load Impact Evaluation for Pacific Gas and Electric Company's SmartAC Program. April 2014. (with Christine Hartmann).

peaksaverPLUS® Program Load Impact and Process Evaluation. September 30, 2013. (with Candice Churchwell, Jeeheh Oh and Christine Hartmann).

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Jason Hinsey, CEM, LEED AP



Consulting Engineer

Jason Hinsey is a Consulting Engineer in Nexant's Customer Strategy, Planning & Analysis Group located in the Philadelphia (Malvern), PA office. Jason focuses on technical energy analysis and measurement & verification (M&V) of energy savings within demand side management (DSM) evaluations. Jason's experience includes development and implementation of M&V plans for a wide range of DSM programs, facility auditing and analysis, and building energy modeling. Prior to joining Nexant, Jason was an account manager at Tozour Energy Systems where he analyzed commercial and industrial HVAC system design as well as overall building energy performance.

Areas of Expertise

Measurement & Verification: Gathering comprehensive data on installed energy efficiency and renewable energy projects, and using that data to analyze the project's energy savings through defining baseline scenarios, statistical sampling, and probability analysis; metering studies, calculating energy and demand savings; gross billing analyses; deemed savings estimation; and cost-benefit analyses.

Baseline Market Characterization: Establishing baseline energy usage characteristics of sectors, segments, end-uses, and equipment types; market research; conducting on-site audits/site visits; and ensuring data integrity through established QA/QC protocols.

On-Site Energy Assessment and Code Compliance: Performing energy assessments of residential and commercial facilities; conducting life-cycle cost analyses of energy conservation measures in new construction and existing buildings; and verifying code compliance for renewable energy systems.

Representative Project Experience

Energy Efficiency Portfolio Standard Cycle II Evaluation — Con Edison of New York (2014 – Present)

As a subcontractor to Cadmus, Nexant is conducting an impact evaluation for a portfolio of energy efficiency programs offered by the Consolidated Edison Company of New York (Con Ed) and Orange & Rockland Utilities (O&R). The portfolio consists of a variety of both residential and C&I programs that represent a wide range of measures including lighting, HVAC, motors and drives, appliance recycling, and custom projects. Jason manages the tasks assigned to Nexant, which include conducting M&V site visits for approximately 500 different projects that span across the service territory as well as the program portfolio. In addition to the extensive field work activity, Nexant is also sampling, collecting, analyzing, and reporting on the data being collected for Con Ed's Multifamily program. Con Ed's Multifamily program includes both gas and electricity savings measures and includes projects in both the tenant areas and common areas. The mixture of use areas in the program results in a diverse mix of measures such as lighting, hot water heating, HVAC, and building envelope improvements.

PA Act 129 Statewide Evaluator - Evaluation of Pennsylvania Electric Distribution Companies' Energy Efficiency and Conservation Programs — Pennsylvania Public Utility Commission (2012 – Present)

Jason plays a key role in Nexant's contract as the Statewide Evaluator of Pennsylvania's energy efficiency and demand response programs. The Statewide Evaluator's role is to provide guidance and oversight to each of the seven large electric distribution companies (EDCs) in the state, and to audit the energy and peak demand savings values reported to the Pennsylvania Public Utility Commission (PA PUC).

Education and Licensing

*MS, Architectural Engineering,
Pennsylvania State University, PA*

*BS, Mechanical Engineering,
Purdue University, IN*

Engineer in Training

Certified Energy Manager

LEED Accredited Professional

*Building Performance Institute
Building Analyst Professional*

Work History

*Nexant, Inc.: Malvern, PA
Consulting Engineer (2012-Present)*

*National Energy Leadership Corps:
State College, PA
Project Manager (2011-2012)*

*Tozour Energy Systems: Philadelphia, PA
Account Manager (2009-2010)*

*Target: Minneapolis, MN
Financial Services Intern (2008)*

*Federal-Mogul: Frankfort, IN
Engineering Co-Op (2005-2006)*

Jason currently oversees the Statewide Evaluator's on-site "ride-along" audits of each utility's evaluator for commercial and industrial projects. His responsibilities include reviewing the project energy and demand savings analyses submitted by each evaluator, technical and logistical oversight of the Statewide Evaluator's field team that shadows the utility evaluators at site-visits, and communicating and discussing results with each utility and their appropriate evaluators.

Jason was responsible for managing the 2013-2014 statewide commercial & industrial baseline study, which reported on building energy use data from 491 commercial and industrial sites throughout Pennsylvania. Jason oversaw all aspects of the study, including: the development of the survey instrument, sample selection, site visit, scheduling, deployment of over 20 field staff, data collection and analysis, and reporting.

Jason also authored a Pennsylvania-specific incremental cost database for commercial and industrial energy efficiency measures and has performed hundreds of energy model simulations to update assumptions, such as motor and HVAC run hours, for various Pennsylvania locations listed in the state Technical Reference Manual.

Cross Cutting Evaluation of Business Incentive Programs — Ontario Power Authority (2012 – Present)

Jason performs energy conservation measure reviews via site-visits and desk reviews on a wide range of facility types and sizes for Ontario Power Authority's (OPA) Business Incentive programs. The programs include compliance tracks for custom, engineered, and prescriptive projects at commercial and industrial sites. He also conducts detailed reviews of project documentation and collects data from key parameters to produce accurate estimates of gross energy impacts.

Quality Assurance Services for Advanced Technology Solar Programs — New York State Energy Research and Development Authority (2012 – 2014)

Jason provided quality assurance to New York State Energy Research and Development Authority's (NYSERDA) incentivized solar photovoltaic projects. Through conducting field inspections of installed systems, he evaluated their associated energy impacts, quality of installation, and compliance with the National Electrical Code (NEC). System configuration, capacity, and shading impacts were measured on - site, and any discrepancies with the NEC and their severity were documented.

Commercial & Industrial Baseline Study — Delaware Department of Natural Resources and Environmental Control (2012)

Jason provided engineering support for Delaware Department of Natural Resources and Environmental Control's (DNREC) baseline study of energy usage in the state of Delaware. His work focused on performing baseline field surveys of existing lighting, HVAC, and building envelope characteristics for businesses throughout the state of Delaware. Additionally, Jason conducted residential site visits to inspect building practices and assess compliance with the IECC 2009 energy code. Data from the site visits was used to develop baseline scenarios in support of DNREC's program evaluations.

Evaluation of 2011 Certified DSM Programs — Georgia Power Company (2012)

Jason provided engineering support for four of Georgia Power Company's certified demand side management programs, including residential home energy improvement, residential lighting and appliance, and commercial prescriptive and commercial custom programs. His involvement in these programs included performing site inspections, deploying and obtaining on-site measurements from loggers, and calculating gross and net energy impacts.

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Jesse Smith



Senior Consultant

Jesse Smith is a Senior Consultant in Nexant's Customer Strategy, Planning & Analysis Group located in the Philadelphia (Malvern), PA office. Jesse has five years of experience delivering energy consulting services and managing the measurement & verification of demand response and energy efficiency programs. His specialties include statistical analysis of energy usage data, sampling, experimental design, and benefit cost modeling. He manages and mentors a group of seven engineers and analysts focused on helping clients solve challenging energy problems. Jesse holds a Base SAS programming certification and a Six Sigma Green Belt certification for the American Society for Quality.

Areas of Expertise

Demand Response, Measurement & Verification: Designing data collection and analysis plans to assess demand reduction produced using a variety of commercial & residential curtailment techniques including critical peak pricing (CPP), air conditioning and water heater cycling, and programmable communicating thermostats (PCTs); using regression models to create time-temperature matrices of expected demand reductions during curtailment and demand increase following curtailment events; and evaluating the cost-effectiveness of securing demand response and load curtailment resources as an alternative resource to generation in forward capacity planning.

Savings Estimates Through Billing Analysis: Quantifying energy savings produced by energy efficiency measures through billing analysis; separating billed energy into baseline and weather dependent loads; and comparing weather dependent loads before and after the implementation of energy efficiency measures and estimating the associated savings using both monthly billing data and interval meter data from AMI; selection of control groups through statistical analysis to assess treatment effects.

Statistical Programming: Creating analysis and reporting programs for use by others; working with extremely large utility databases in a variety of formats; developing import routines for AMI data in a number of different formats. Jesse is a SAS Base Certified programmer and proficient with Stata and SQL.

Representative Project Experience

PA Act 129 Statewide Evaluator - Evaluation of Pennsylvania Electric Distribution Companies' Energy Efficiency and Conservation Programs — Pennsylvania Public Utility Commission (2011 – Present)

Jesse is the Project Manager for Nexant's contract as the Statewide Evaluator of PA's energy efficiency and demand response programs. The Statewide Evaluator's role is to provide guidance and oversight to each of the seven electric distribution companies (EDCs) in the state and to audit the energy and peak demand savings values reported to the PAPUC.

Jesse leads a team of analysts and engineers responsible for maintaining the Pennsylvania Technical Reference Manual (TRM) and compiling tracking data supplied by each of the seven EDCs on their commercial & industrial energy efficiency and demand response programs and verifying that this information is being calculated and reported correctly. Jesse was a lead author of the recently completed Pennsylvania Evaluation Framework, and his team recently completed a statewide Commercial Lighting Metering Study and a Commercial and Industrial Baseline Study. These studies include over 1000 site inspections and will inform future TRM updates and savings targets in the state.

Jesse also led a special demand response study for the PAPUC that was completed in 2013. This study examined the cost-effectiveness of demand response in Pennsylvania and developed recommendations on future demand response program design and targets. As part of his work on the demand response study, Jesse designed an attribution survey instrument and scoring methodology focused on the proper allocation of benefits when customers participate in multiple

Education and Licensing

*MS, Applied Statistics,
Kennesaw State University, GA*

*BS, Psychology and Chemistry,
University of North Carolina
at Chapel Hill, NC*

Work History

*Nexant, Inc.: Malvern, PA
Senior Consultant (2011-Present)*

*GoodCents Solutions, Inc.: Atlanta, GA
Load Research Analyst (2010-2011)*

load curtailment programs simultaneously. He performed a follow-up analysis for the PAPUC to estimate the wholesale capacity price suppression benefits that state energy efficiency and demand response programs produce at the ISO level. Jesse is currently leading a demand response potential study for the PAPUC to inform future peak demand reduction goals in Pennsylvania.

Home Manager and Smart Thermostat Program Evaluations — CPS Energy (2011 – Present)

Jesse is the lead analyst for Nexant's evaluation of CPS Energy's Home Manager and Smart Thermostat demand response programs. These programs control residential and small commercial HVAC units, hot water heaters, and pool pumps allowing CPS Energy to curtail the energy use of these devices during peak periods. Nexant was tasked with quantifying system demand reduction resulting from curtailment events throughout the summers of 2012, 2013, and 2014. Jesse authored the statistical sample design portion of the M&V plans for the programs and led the data analysis portion of the evaluation. He wrote numerous SAS programs to import, manipulate, graph, and analyze the consumption data collected within the M&V plan. Jesse also developed time-series weather regression models to estimate program performance under both observed weather conditions and possible system emergency conditions.

Nest Thermostat and ThinkECO Pilot Evaluations — CPS Energy (2014 – Present)

Jesse managed Nexant's evaluation of two demand response pilot programs offered by CPS Energy in the summer of 2014. The Nest Rush Hour Rewards program offers existing Nest thermostat owners in CPS service territory an incentive to allow CPS to modify their setpoints on hot summer days. A randomized control trial (RCT) experimental design was developed and implemented for the pilot to accurately estimate load impacts and inform CPS's decision making about expanding the pilot into a full program within its portfolio. The ThinkECO pilot attempts to reach the 17% of CPS customers with room air conditioning. Participants are provided a control device that allows them to operate their room AC unit like a programmable thermostat and control it from their smart phone. During DR events, the device will increase the thermostat setting in the room to reduce cooling load. Nexant used a within-subjects regression model to estimate impacts for the program.

Impact Evaluation of Residential Retail Products Program — Efficiency Maine Trust (2013 – 2014)

Jesse managed and led the impact evaluation team for Efficiency Maine's Residential Retail Products program, which includes the Appliance program and the Lighting program. Through designing the evaluation and M&V approaches to comply with ISO-NE requirements for M&V, set forth in the M-MVDR document to support the client's bid of resources into the Forward Capacity Market, he developed a comprehensive metering study to investigate energy consumption patterns of clothes washers, electric water heaters, refrigerators, and dehumidifiers. He coordinated and executed data collection efforts on the field with engineering staff to deploy and retrieve over 400 data loggers across nearly 100 homes. He developed SAS code to import and analyze all logger data in order to estimate ex-post energy and peak demand savings as well as develop 8760 load shapes for each appliance.

Jesse also led an analysis of free ridership within the upstream component of the Efficiency Maine's Residential Lighting Program. Using two years of sales data at various rebate levels, his team modeled the price elasticity of demand for various efficient lighting technologies and used these values to estimate the sales that would have occurred at the sales prices absent any program rebates. This modeling approach relies on the same founding principle as the program – a reduction in price will lead to increased adoption of efficient lighting options.

Commercial Metering Study and Impact Evaluation of EnergyWise Program — South Carolina Electric and Gas (2012 – 2014)

Jesse is the Project Manager for Nexant's role as a sub-contractor to Opinion Dynamics Corporation, to conduct a commercial and industrial metering study as part of the impact evaluation of the South Carolina Electric and Gas (SCE&G) EnergyWise program. This program provides commercial and industrial customers with rebates for the purchase of energy efficient lighting, HVAC, food service, and refrigeration equipment. Jesse leads a team of analysts and engineers responsible for recruiting and conducting site inspections, data logger installation, and removal and analysis of a sample of over 200 rebated measures from the program. He worked with field staff to develop metering plans designed to measure the hours of operation of lighting fixtures, the operating characteristics of variable frequency drives, and the power consumption of HVAC equipment. This end-use data collection is used to develop accurate estimates of the program's impacts and inform the design and assumptions used in future program offerings.

Evaluation of 2011 Certified DSM Programs — Georgia Power Company (2011 – 2012)

Jesse leads the impact evaluation of GPC's five residential energy efficiency programs. GPC's residential portfolio includes the Residential Water Heating, High Efficiency New Home, Home Energy Improvement, Appliance Recycling, and Residential Lighting programs. He is currently coordinating a staff of Nexant field engineers and analysts to perform over 150 site inspections. Jesse is responsible for selecting and implementing measurement & verification approaches and analysis techniques that produce reliable estimates of each program's impacts. He oversees the review of project documentation, sample design, database development, and engineering analysis. Jesse works closely with the client, its program implementers, and the Nexant sub-contractors performing process evaluations of each program.

EM&V of Delaware Energy Efficiency and Demand Response Programs — Delaware Department of Natural Resources and Environmental Control (2011 – 2012)

Jesse is currently managing Nexant's evaluation of the Delaware Department of Natural Resources and Environmental Control's (DNREC) commercial energy efficiency program. This evaluation includes performing a number of site inspections, many of which require the deployment of end-use metering equipment or lighting loggers. Jesse designed the evaluation sample and has lead the review of project documentation provided by DNREC's implementer. He developed site specific measurement & verification plans for Nexant field engineers. He is also coordinating the analysis of the projects sampled in the evaluation. A number of analytic techniques are required to deliver accurate ex post energy, demand, and gas savings for the wide range of lighting, HVAC, motor, and custom measures offered by DNREC in the Efficiency Plus Business program. Evaluation techniques used include building simulation, retrofit isolation engineering calculations, and billing analysis.

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Tyler Hammer



Senior Consultant

Tyler Hammer is a Senior Consultant in Nexant's Customer Strategy, Planning & Analysis Group located in the Louisville, Colorado office. He has a successful track record of managing studies for utilities and state agencies from potential and baseline studies to program planning and software deployment. Tyler offers more than eight years of project management experience in the energy industry, helping utilities and state agencies strategically plan and allocate more than three billion dollars towards cost-effective demand side management (DSM) programs.

Areas of Expertise

Market Potential Assessments: Assessing available potential for energy efficiency, demand response and distributed generation savings, including: measure development and research; cost-effectiveness expertise; utility load analysis; Energy Use Intensity (EUI) analysis; and estimation of technical, economic, achievable, and program savings potential.

Baseline Market Characterization: Establishing baseline energy usage characteristics of sectors, segments, end-uses, and equipment types; use of applied statistics to conceive and develop defensible sampling plans; market research; management and coordination of thousands of on-site audits/site visits; data integrity through established quality assurance/quality control protocols; and statistical data analysis using cross-tabs.

Energy Analysis: Financial modeling and sensitivity analysis, potential study modeling, statistical analysis, load shape development, load forecast disaggregation, and levelized cost of energy (LCOE) analysis; as well as proficiency with the following software: SPSS, Crystal Ball Monte Carlo Simulation, Ventyx Velocity (Energy) Suite, and NREL's Solar Advisor Model (SAM).

Representative Project Experience

Commercial and Industrial Market Potential Study — Pennsylvania Public Utility Commission (2011 – 2012, 2013 – Present)

Tyler manages the day-to-day activities for the commercial and industrial market potential study on behalf of the Pennsylvania Public Utility Commission (PA PUC) for the seven largest Electric Distribution Companies (EDCs) in Pennsylvania. The potential study includes determination of technical, economic, achievable, and program potential using a detailed "bottom-up" analysis approach for the C&I sectors for each EDC. Findings from the study will be used by the commission to help inform updated energy efficiency targets for the implementation of Phase III of Pennsylvania's Act 129. Tyler works closely with the staff of the PA PUC, the seven EDCs, and other stakeholders to execute the project and attends and presents at multiple stakeholder meetings.

iEnergy Technical Reference Library (TRL) Deployment — National Grid (2011 – Present)

Tyler is leading the deployment of Nexant's iEnergy Technical Reference Library (TRL) for National Grid's three member states. The deployment includes transferring all measure data, assumptions, and source documentation from the Connecticut, Massachusetts, and Rhode Island statewide Technical Reference Manuals (TRMs) to Nexant's online iEnergy TRL platform. Tyler works closely with each of the state's utility stakeholders to ensure all measure data is uploaded to the TRL platform in a manner that is clear, accurate, and useful for all stakeholders.

Portfolio Market Potential Assessment Update — Platte River Power Authority (2014)

Platte River Power Authority (PRPA) approached Nexant to provide an update to its 2013 energy efficiency, demand response and distributed generation potential study (also performed by Nexant). The refresh included conversion of study

Education and Licensing

MBA, University of Colorado, Boulder, CO

BS, University of Wisconsin, Madison, WI

Work History

Nexant, Inc.: Louisville, CO
Senior Consultant (2011-Present)

Navigant: Boulder, CO
Project Consultant (2010-2011)

Sustainable San Mateo County:
San Mateo, CA
Executive Director (2006-2009)

Affiliations

Association of Energy Services
Professionals (AESP)

Board Member, AESP
Rocky Mountain Chapter

inputs and assumptions to Nexant's TEA-POT model so that various scenarios can be efficiently performed. Findings from the update will be used in PRPA's upcoming IRP planning efforts. Tyler played an instrumental role in leading the energy efficiency piece and advised PRPA staff on the findings and how best to utilize them within their IRP.

iEnergy Technical Reference Library (TRL) Deployment — Ameren Missouri (2014)

Tyler led the deployment of Nexant's iEnergy Technical Reference Library (TRL) for Ameren Missouri. The deployment included transferring all measure data, assumptions and source documentation from the Ameren Missouri's Technical Reference Manual (TRM) and the most recent EM&V findings to Nexant's online iEnergy TRL platform. Tyler worked closely with Ameren Missouri executives to ensure that all measure data was uploaded to the TRL platform in a manner that is transparent, accurate, and useful for all stakeholders.

STEP Program Market Potential Assessment and Gap Analysis — CPS Energy (2014)

Tyler led the energy efficiency potential assessment for CPS' STEP program, helping executives at CPS Energy understand the savings achieved to-date through their STEP energy efficiency program, opportunities for future savings, and their ability for achieving their demand reduction goals. Tyler led all aspects of the study, including the forecast disaggregation, measure analysis, modeling, report writing, and presentations.

Residential New Construction Baseline and Potential Assessment — Puget Sound Energy (2013 – 2014)

Tyler led a comprehensive assessment of Puget Sound Energy's (PSE) Residential New Construction Rebate program, providing direction and oversight on a number of concurrent studies including: a market potential assessment; a baseline assessment of residential new construction practices; a measure savings review; a residential code review; and a program database review. The assessment provided renewed direction to the single and multi-family new construction programs and provided key inputs into PSE's IRP process.

Potential Study and Program Evaluation — Cascade Natural Gas Corporation (2013 – 2014)

Tyler led a potential assessment and evaluation of Cascade Natural Gas Corporation's (CNGC) DSM programs. He played a critical role in designing and advising CNGC staff on a study approach. Findings from the potential assessment provided key inputs into CNGC's IRP process and helped design and plan their future programs and offerings. Concurrently, Tyler worked on a billing analysis evaluation of CNGC's residential water heating/furnace and commercial furnace/boiler measures.

Commercial and Industrial Baseline Study — Pennsylvania Public Utility Commission (2011 – 2012, 2013 – 2014)

Tyler designed the study scope and managed the day-to-day activities for the Phase I commercial and industrial baseline study on behalf of Pennsylvania Public Utility Commission (PA PUC) for the seven largest Electric Distribution Companies (EDCs) in Pennsylvania. The baseline study included primary market research of 420 commercial and industrial (C&I) site visits, forecast disaggregation, and an end-use and saturation summary report. Tyler also served as a technical advisor to the day-to-day manager for the Phase II baseline study in 2013/14.

Residential Light Metering Hours of Use Evaluation — Georgia Power Company (2013)

Tyler played a key role to design and implement an in-depth metering study to estimate the average daily hours of use of residential lighting in Georgia Power Company's (GPC) service territory to enable the utility to more accurately report energy savings associated with their rebated lighting measures. A stratified random sample frame was developed from which to recruit 125 GPC customers into the study. Tyler provided training and direction to field staff as they installed more than 700 loggers in GPC customer's homes for a measurement period of six months (February through July 2013). Results were then analyzed using a sinusoidal methodological approach to estimate hours of use over a 12-month period. Compact fluorescent lighting saturation data and peak coincidence factors were also calculated.

Technical Reference Library of DSM Measures — PacifiCorp (2012 – 2013)

PacifiCorp had a need to more effectively manage, track, and update their program measures across five states. Tyler helped lead the effort to design and develop Nexant's iEnergy Technical Reference Library (TRL) software platform to meet these needs in a cost-effective and transparent manner. He successfully communicated technical data needs with Nexant's software group and managed the organization of thousands of measures and associated savings assumptions across five states and multiple implementation vendors.

DSM Strategic Plan Support and Program Forecasting — Santee Cooper (2012 – 2013)

Tyler led the effort to update Santee Cooper's 12-year energy efficiency goals by providing advice and expertise to the energy efficiency program managers. Specifically, Tyler led the market research effort to benchmark program and portfolio savings potential based on a "% of sales" basis and used the findings to help model savings potential and cost-effectiveness of the current set of DSM programs.

Comprehensive DSM Market Potential Assessment — PacifiCorp (2012 – 2013)

Tyler managed the industrial measure list update for PacifiCorp's 2012 market assessment update. Specifically, he was responsible for ensuring all appropriate new codes and standards (including EISA's impact on lighting) were properly reflected in measure assumptions.

Commercial & Industrial End-Use and Baseline Study — Delaware Department of Natural Resources & Environmental Control (2011 – 2012)

Tyler led the state-wide effort to conduct a commercial and industrial end-use and baseline study for the State of Delaware. Tyler re-designed Nexant's C&I survey instrument to better match the needs of Delaware and future clients, developed a sample plan, and oversaw the planning and execution of 140 on-site surveys for commercial and residential buildings in Delaware. He also led the data analysis and report writing for the C&I report.

American Recovery and Reinvestment Act (ARRA) Impact Evaluation — Colorado Energy Office (2011 – 2012)

Tyler was involved with the impact evaluation of ARRA funds for the Colorado Energy Office (CEO). The project includes evaluation of the portfolio of programs within the CEO State Energy Program (SEP), Energy Efficiency and Conservation Block Grant (EECBG), and State Energy Efficiency Appliance Rebate Program (SEEARP). Specifically, Tyler evaluated two financial programs with a total worth of more than \$14 million: the Revolving Loan and Loan Loss Reserve programs.

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Senior Consultant I

Wyley Hodgson is a Senior Consultant in Nexant's Customer Strategy, Planning & Analysis group located in the Louisville, Colorado office. Wyley's principle role is managing program evaluations for Nexant's clients. He currently supports a variety of energy efficiency and demand side management (DSM) programs for utilities and government agencies. Prior to joining Nexant, Wyley spent five years in the energy industry in DSM practices and clean energy markets.

Areas of Expertise

Program Impact Evaluation: Establishing evaluation objectives and plans based on client needs. Implementing plans using statistical sampling, measurement and verification (M&V), emissions calculations, and cost-benefit analysis.

Process Survey Design, Implementation and Analysis: Designing process evaluation survey instruments for client programs. Conducting and analyzing surveys to provide insight for program planning and evaluation of resource conservation and efficiency policies and programs.

Energy Analysis: Analyzing energy measures to estimate savings calculations. Leveraging results of savings analysis to assess cost-effectiveness of project or program.

Domestic Climate/Energy Policy and Markets: Providing definition, interpretation, and analysis of domestic energy and climate policies with particular focus relating to environmental markets.

Proficient with the following software: Oracle Crystal Ball Monte Carlo simulation, STATA, Microsoft Solver, decision tree analysis.

Representative Project Experience

Residential Electric Energy Efficiency Programs Evaluation — Ameren Missouri (2013 – 2015)

Wyley is the Project Manager for Nexant's evaluation of Ameren Missouri's Residential Electric Energy Efficiency Programs and the program lead for the New Homes program (ENERGY STAR® new residential construction program) and the Home Energy Analysis (HEA) program (home energy audit and direct install program). In addition to managing the general administration of the Nexant's efforts and deliverables for the evaluation of all residential programs, Wyley is responsible for developing and implementing the evaluation plan to estimate the gross and net impacts and to conduct a process evaluation for both programs. The impact evaluation efforts for the New Homes program include a baseline assessment of non-participant building practices involving building plan reviews, builder surveys, and on-site inspections including performance testing. Impact activities for the HEA program include participant phone surveys and site visits to verify measure installation. Results from the impact evaluation will be used to update Technical Reference Manual (TRM) deemed savings values and modeling inputs. The results of the process evaluation will inform our client and program implementers on how the programs are performing and how each could be improved. This is particularly relevant for the Home Energy Performance Program as it is currently operating as a pilot.

Evaluation of US Department of Energy's Better Buildings Program — Lawrence Berkeley National Laboratory (2012 – 2014)

Wyley is currently the Project Manager for Nexant's role in the impact evaluation of the national Better Buildings Neighborhood Program (BBNP), providing project oversight, daily project management, and analysis. Evaluation activities include process and market effects assessments and energy impact evaluations, including M&V and billing analysis.

Nexant is leading the impact evaluation and M&V analysis and will conduct approximately 800 project reviews across the

Education and Licensing

MBA, Business Administration,
Duke University, Durham, NC

MEM, Environmental Management,
Duke University, Durham, NC

BA, Environmental Science and Philosophy,
University of California, CA

Work History

Nexant, Inc.: Louisville, CO
Project Manager (2011-Present)

PepsiCo: Purchase, NY
Sustainability Supply Chain Intern (2010)

Climate Change Policy Partnership:
Durham, NC
Assistantship (2008-2010)

Bonneville Environmental Foundation:
Portland, OR
Market Research Consultant (2007-2008)

41 BBNP Grantees. Our team's goal is to quantify the energy savings resulting from the program activities, to fully understand the various program activities, explain the theory and logic of how they address the BBNP objectives, and identify which programs and program elements were most successful and which can be successfully replicated.

Evaluation of the 2011-2012 Consumer Programs — Ontario Power Authority (2012 – 2013)

Wyley provided analysis support and project management for Nexant's process and impact evaluations and cost-effectiveness analyses for Ontario Power Authority's (OPA) Consumer Program portfolio for the 2011 and 2012 program years. Wyley specifically provided program analysis for OPA's Appliance Exchange and the Appliance Retirement programs. The latter program was an appliance recycling program for which Wyley managed the 2012 in situ metering study of residential refrigerators and freezers to use for the final program impact analysis. OPA has awarded Nexant's team the 2014 evaluation contract for the Consumer Programs, and Wyley will have a similar role in the program evaluation.

EM&V of Delaware Energy Efficiency and Demand Response Programs — Delaware Department of Natural Resources & Environmental Control (2011 – 2012)

As Project Manager, Wyley managed all aspects of Nexant's project deliverables and day-to-day activities for Delaware Department of Natural Resources & Environmental Control's (DNREC) impact and process evaluations of statewide programs. Evaluated projects include prescriptive and custom commercial projects, new residential construction, residential energy code assessment and evaluation, and residential and commercial and industrial (C&I) baseline saturation studies. Additionally, Wyley oversaw Nexant's efforts to support the development of an evaluation, measurement and verification (EM&V) framework and the TRM development for the state of Delaware.

American Recovery and Reinvestment Act (ARRA) Impact Evaluation — Colorado Energy Office (2011 – 2012)

Wyley managed the day-to-day activities for the impact evaluation of ARRA funds for the Colorado Energy Office (CEO). The project included evaluation of the portfolio of programs within the CEO State Energy Program (SEP), Energy Efficiency and Conservation Block Grant (EECBG) and State Energy Efficiency Appliance Rebate Program (SEEARP). The evaluation spanned all sectors, energy efficiency measure types, and renewable energy sources. The project involved developing statistical sampling algorithms, reviewing M&V methods, on-site inspections, and calculating gross and net impacts.

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Safdar Umar Chaudhry, PhD



Senior Engineering Manager

Dr. Safdar Umar Chaudhry is a Senior Engineering Manager within Nexant's Demand Management business unit in our Sacramento, CA office. He has over twenty years of professional experience in the energy industry with project management expertise spanning over fourteen years.

Dr. Chaudhry's expertise lies in engineering management, program management, program evaluation, analysis and engineering; identifying energy efficiency, time-of-use management, demand response (DR), and self generation opportunities in commercial, industrial, agricultural, and institutional facilities. He is currently managing a team of professionals on energy efficiency projects. He also manages Pacific Gas & Electric's (PG&E) Integrated Energy Audits Program and SMUD's New Technology Evaluation Program. Additionally, Dr. Chaudhry provides technical support for PG&E's core commercial and industrial retrocommissioning (RCx) program, CasinoGreen Program, Customized Retrofit & Demand Response (CR-DR) Program, Industrial Retrocommissioning (IRCx) program, and Savings By Design (SBD) program.

Areas of Expertise

Engineering Management:

- managing a team of professionals on energy efficiency projects ;
- overseeing technical and financial analysis of projects and federal and local code compliance; maintaining quality of all deliverable products demonstrating technical excellence, objectivity, and clarity while maintaining project schedules;
- meeting with clients to develop new business opportunities, managing programs, and ensuring contract compliance and performance measures;
- meeting overall budget and profitability targets; quantifying needs and securing overall staffing needs and related resource requirements; conducting employee performance evaluations and overseeing overall staff development (e.g., project management skills, technical capabilities); and
- demonstrating best efforts to achieve overall company and business unit performance goals, project performance measures, billability measures, and individual performance measures (e.g., productivity, quality of work, attitude, professionalism) and ensuring compliance with company policies and rules.

Program Management: Ensuring compliance with energy program rules; preparing work scope, budget estimates, and savings reports; providing assistance to customers in implementing the recommended energy efficiency and demand response measures.

Program Evaluation: Performing: Utility demand side management (DSM) program evaluation, energy efficiency improvements, energy audits, retro-commissioning, and implementation of best practices, technology assessment, and end-use data analysis for commercial, industrial, and institutional facilities.

Analysis: Utility demand side management (DSM) program evaluation, energy efficiency improvements, energy audits, retro-commissioning, and implementation of best practices, technology assessment, and end-use data analysis for commercial, industrial, and institutional facilities, using eQuest, spreadsheet methods, and other industry standard analysis tools.

Education and Licensing

*PhD, Mechanical Engineering,
The University of Birmingham,
Birmingham, UK*

*MS, Mechanical Engineering,
George Washington University,
Washington D.C.*

*BS, Mechanical Engineering,
University of Engineering & Technology,
Lahore, Pakistan*

Work History

*Nexant, Inc.: San Francisco, CA
Sr. Engineering Manager (2011–Present)
Sr. Program Manager (2008–2011)
Project Manager (2007–2008)*

*ADM Associates, Inc., Sacramento, CA
Project Manager (1999–2007)
Senior Engineer (1996–1999)
Associate Engineer (1994–1996)*

*Solar Energy Laboratory,
The University of Birmingham,
Birmingham, UK
Teaching and Research Assistant
(1989–1993)*

*Energy & Environment Technologies, Inc.,
Burke, VA
Consultant (1993–1994)*

Engineering: Evaluating load management technologies; specifying lighting, HVAC, refrigeration, and building shell retrofits; reviewing metering and verification plans; designing active and passive solar heating and cooling systems and photovoltaic power generation systems.

Representative Project Experience

Integrated Energy Audits — Pacific Gas & Electric (2005 – Present)

Dr. Chaudhry currently manages the Integrated Energy Audits for commercial, industrial, and institutional facilities within PG&E's service territory. His responsibilities comprise of auditing and identifying energy efficiency, time-of-use management, demand response, and self-generation opportunities. He has managed multiple projects including hospitals, manufacturing facilities, water treatment plants, wineries, institutional facilities, food processing plants, high tech facilities, retail stores, and office buildings.

Department of Defense, Investment-Grade Energy Audits — Johnson Controls, Inc. (2008 – 2009)

In collaboration with the Federal Government Business Unit of Johnson Controls, Inc. (JCI), Dr. Chaudhry led a major investment-grade energy audit project at six military camps in South Korea operated by the U.S. Department of Defense (DOD). These camps have over 1,600 buildings, including a mix of offices, community centers, dining halls, housing units, retail stores, and restaurants, as well as educational, entertainment, healthcare, and maintenance facilities. The energy efficiency measure recommendation included improvements in HVAC and lighting systems.

Department of Energy, Investment-Grade Energy Audits — Johnson Controls, Inc. (2007 – 2008)

For the Department of Energy, and in collaboration with Johnson Controls, Dr. Chaudhry led a major effort in performing Investment-grade energy audits on several complexes including Nevada Test Site and National Nuclear Security Administration buildings in Nevada. The projects included, Mercury complex, Area 6 complex, North Las Vegas complex, Remote Sensing Lab complex, and Underground area. The energy efficiency measure recommendation included improvements in HVAC and lighting systems.

New Technology Evaluation Program — Sacramento Municipal Utility District (2010 – Present)

Dr. Chaudhry is currently managing Sacramento Municipal Utility District's (SMUD) New Technology Evaluation, which focuses on the practical application of new technologies which address existing market barriers and the education of potential consumers on the use of such new technologies. The program is aimed at bringing together energy producers and consumers to solve problems of market entry, enabling manufacturers to make improvements to the usefulness of their products and customers to make informed decisions about applications for those products. Dr. Chaudhry provides monitoring and analysis services for projects involving new and emerging technologies. He recently completed evaluations for SMUD's Energy Star Residential Lighting program and Commercial Savings by Design program.

Under this program, Nexant is also performing evaluation of Advanced Lighting Controls (ALC) at several facilities participating in the program. With the lighting controls installed, lighting fixtures are remotely controlled using digital networking technology, which integrates time-based, daylight-based, and sensor-based controls with annual lighting functions to effectively operate the lighting systems.

Commercial and Industrial Retrocommissioning Program — Pacific Gas & Electric (2007 – Present)

Through this PG&E-funded program, Nexant is providing RCx services for government entities; energy services companies, and private owners. As the current program manager, Dr. Chaudhry identifies and implements changes in building/process operations and related hardware to reduce energy use in commercial and industrial facilities.

Investment Grade Energy Audits for the Tribal Casinos, CasinoGreen Program — Pacific Gas & Electric (2010 – 2012)

In partnership with prime contractor Ecology Action, Nexant implemented a comprehensive energy program specifically designed for the more than 30 tribal casinos located in PG&E's service territory. Tribal casinos have unusual operating characteristics in that they typically operate 24 hours per day, 7 days per week. That, coupled with their inherently high energy demands, can lead to a peak demand load of 1 MW or more in some facilities. As program manager, Dr. Chaudhry managed investment-grade energy audits that included both retrofit and retrocommissioning measures.

Other Representative Project Experience

- Managed New Building Efficiency (NBE) Program Evaluation Project for Energy Trust of Oregon involving 100 large commercial facilities (2006-2007)
- Managed Mobile Energy Clinic Project for San Diego Gas & Electric Company involving services to 1,200 hard-to-reach small commercial customers to improve energy efficiency at their facilities (2006-2007)
- Managed implementation of NYSERDA's (New York State Energy Research and Development Agency) Mobile Energy Clinic program, involving services to 600 small commercial customers to improve energy efficiency at their facilities (2007)
- Provided technical assistance to Sacramento Municipal Utility District's (SMUD) "Customer Advanced Technologies (CAT)" Program and to ASHRAE's "Field Performance Assessment of Packaged Equipment to Quantify the Benefits of Proper Services" program
- Managed Industrial Evaluation and Technology Saturation Study Project for British Columbia Hydro Power Company, involving 220 large industrial facilities (2006-2007)
- Managed implementation of the \$2.1 million 2004/2005 Mobile Energy Clinic Project for Southern California Edison, Southern California Gas, and San Diego Gas and Electric, involving services to 3,200 small commercial customers to improve energy efficiency at their facilities.
- Managed Commercial End Use Survey (CEUS) Project for California Energy Commission, involving on-site surveys and end-use monitoring of 1,200 commercial facilities throughout the state of California
- Managed Large Commercial Retro-commissioning Project for SMUD, including ARCO Arena and Sacramento International Airport projects
- Provided technical assistance to Pacific Corp's Evaluation of 2002 & 2003 Finanswer Express Energy Efficiency program

Representative Publications

"SMUD's Advanced Lighting Controls Program - Successes, Roadblocks, and Challenges", to be presented at the 25th AESP National Conference in Orlando, FL, February 2015.

"SMUD's Home of the Future – Net Zero Electricity Demonstration Project", presented at the 24th AESP National Conference in San Diego, CA, January 2014.

"SMUD Customer Advanced Technologies Program – Assessment of Emerging Technologies", presented at the 23rd AESP National Conference in Orlando, FL, January 2013.

"Energy Savings and Greenhouse Gas Emission Reduction Potential of Transparent Insulation Materials Used in Buildings", 5th Global Warming Conference and Exposition, April, 1994, San Francisco, California, U.S.A.

"Parametric Study of the Thermal Performance of an Active Solar Space Heating System", Proceedings of the 13th Biennial Congress of International Solar Energy Society, August, 1993, Buda Pest, Hungary.

"Modeling and Computer Simulation of a Solar Operated Air Conditioning System Utilizing Flat Plate Solar Collectors", Proceedings of the 6th International Meeting on Transparent Insulation Technology, June, 1993, Birmingham, U.K.

"Monitoring, Computer Simulation, and Thermal Performance Analysis of Solar House", Ph.D. Dissertation, Solar Energy Laboratory, Mechanical Engineering Department, The University of Birmingham, Birmingham, U.K.

"Comparative Thermal Performance of Active and Transparently Insulated Passive Solar Heating System", Proceedings of the 5th International Meeting on Transparent Insulation Technology, May, 1992, Freiberg, Germany.

"Computer Control and Monitoring of a Solar Space Heating System", Proceedings of the 12th Biennial Congress of International Solar Energy Society, August, 1991, Denver, Colorado, U.S.A.

"Simulation of a Solar Space Heating System Utilizing Transparently Insulated Flat Plate Collectors", Proceedings of the 4th International Workshop on Transparent Insulation Technology, May, 1991, Birmingham, U.K.

"Spreadsheet Methods for Preliminary Design of Transparently Insulated Buildings", Proceedings of the 3rd International Workshop on Transparent Insulation Technology, September, 1989, Titisee, Germany.

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Waqar Mustafa



Senior Engineer II

Waqar Mustafa is a Senior Engineer II in Nexant's Utility Services business unit in our Sacramento, CA office. He has more than eleven years of experience in the field of energy efficiency and energy management, including more than four years of project management. He is a lead engineer for Pacific Gas & Electric's (PG&E) Retrocommissioning (RCx) core program, Commonwealth Edison's Smart Ideas RCx program, PG&E's Integrated Energy Audit (IEA) and Customized Retrofit-Demand Response (CR-DR) program. Waqar has experience in commercial building retro-commissioning, evaluation, measurement, and verification, demand side management, inspections and energy audits.

Areas of Expertise

Building Energy Simulation: Simulating building energy consumption using software such as eQuest and EnergyPro.

Building Energy Codes: Information on buildings minimum code requirements like Title 24.

Evaluation, Measurement, & Verification: Experience on projects evaluations and verifications.

Energy efficient commercial and industrial design practices: Experience on commercial and industrial energy audits for new constructions and retrofits.

Demand Side Management (DSM): Experience in demand side management (DSM).

Representative Project Experience

Integrated Energy Audit Program — Pacific Gas & Electric (2006 – Present)

Waqar is currently working on PG&E's Integrated Energy Audit Program. While performing Integrated Energy Audits of several commercial, industrial and agricultural facilities, he has provided recommendations and assistance in implementing energy efficiency and demand response measures.

Smart Ideas RCx Program — Commonwealth Edison (2011 – Present)

Waqar is currently working on ComEd Smart Ideas Retro-commissioning Program. He is involved in reviewing the RCx reports and calculations for large commercial and industrial facilities performed by various RCx service providers.

Retrocommissioning Program — Pacific Gas & Electric (2008 – Present)

Waqar is currently working on PG&E's Non-Residential Retro-commissioning Program. He is involved in the retro-commissioning of commercial and industrial facilities including refineries.

Customized Retrofit Incentive Program — Pacific Gas & Electric (2008 – Present)

Waqar is currently working on PG&E's Customized Retrofit Incentive Program, previously called Non-Residential Retrofit (NRR-DR) program. He is involved in performing on-site inspections and reviewing the project applications for large commercial and industrial facilities.

Casino Green Program — Pacific Gas & Electric (2008 – 2013)

Waqar worked on PG&E's third party Casino Green program. He is involved in performing retrofit and retro-commissioning audits for tribal casinos located in PG&E's territory.

Savings-by-Design Evaluation — Sacramento Municipal Utility District (2010 – 2011)

Waqar is currently working on the evaluation of Sacramento Municipal Utility District's savings by Design (SBD) Project. He evaluated the energy savings for HVAC systems, process equipment and lighting for several commercial facilities.

Education and Licensing

ME, Mechanical Engineering,
University of Texas at Arlington,
Arlington, TX

BS, Mechanical Engineering,
University of Engineering and Technology,
Lahore, Pakistan

Work History

Nexant, Inc.: Sacramento, CA
Project Manager (2008-Present)

ADM Associates: Sacramento, CA
Senior Engineer (2006-2008)

Refinery Energy Efficiency Program — Pacific Gas & Electric (2008 – Present)

The Refinery Energy Efficiency Program (REEP) targets refineries in PG&E's service territory and aims to reduce their energy and greenhouse gas footprint. Waqar provides engineering support for analyses and reports for projects submitted.

Mobile Energy Clinic — San Diego Gas and Electric (2006 – 2008)

Waqar managed \$1.1 million 2006/2008 Mobile Energy Clinic project for San Diego Gas and Electric, involving services to 1,900 small commercial customers to reduce energy consumption by 5 million kWh. In addition, he provides boiler tune-up services to dry cleaning businesses to reduce natural gas usage by 130,000 therms.

More Than a Million Program — Pacific Gas & Electric (2006 – 2008)

Waqar managed More than a Million programs for PG&E, to assist California state departments in implementing energy efficiency measures. Several state facilities are being targeted under this program.

Mobile Energy Clinic — New York State Energy Research and Development Authority (2006 – 2008)

Waqar managed Mobile Energy Clinic project for New York State Energy Research and Development Authority (NYSERDA), involving services to 600 small commercial customers to improve energy efficiency at their facilities.

Energy Smart Audits — New York State Energy Research and Development Authority (2008)

Waqar has managed NYSEDA's Energy Smart Audits program, involving the audits of small to medium size commercial customers and providing them recommendations to improve energy efficiency at their facilities.

New Construction Program Evaluation — Energy Trust of Oregon (2007 – 2008)

He also worked on the Energy Trust of Oregon's New Construction Program Evaluation Project for commercial facilities built in 2006 and 2007. He also performed on-site data collection and engineering analysis to calculate the energy savings.

Field Performance Assessment of Packaged Units — ASHRAE (2005 – 2008)

Waqar co-managed ASHRAE's Field Performance Assessment of Packaged Units project to quantify the benefits of maintenance services. Performed field diagnostics on 2.5 ton – 20 ton packaged units to investigate their performance under five different climate zones (Sacramento, Los Angeles, Chicago, Houston, & Baltimore).

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Liang Ma



Project Engineer

Liang Ma is a Project Engineer in Nexant's Utility Services business unit. She supports Nexant's utility clients' performance-based energy savings programs by providing due-diligence reviews, inspections, and audits for commercial and industrial customers' energy efficiency projects.

Areas of Expertise

- Developing energy models with energy simulation tools such as EnergyPlus, e-Quest, DOE-2 together with the control co-simulation tool Simulink(MLE+), LEED Green Associate accredited
- Experience with design of HVAC systems and operation of boilers and steam systems, process heating, chilled water plants pumping systems, Cogeneration Plants, and Building Energy Management Systems (BMS/BAS).
- Skilled in analyzing and synthesizing large amounts of detailed Meter Data from building energy consumption data and plant equipment operation data and conduct the Energy Load Profile analysis
- Able to identify and implement Energy Efficiency Improvements into buildings and plant equipments
- Proficient in Energy Audits, collecting utility data from bills and saving calculation
- Competent on-site spot measurements, data logger distribution and short term data collection, Rates Structure analysis, implementation and bill calculation
- Identify potential energy saving control rules based on the analysis of current energy management control systems' operational and programming new code
- Committed to make effective written summaries on building operation and optimization, and communicate technical information in practical terms with customer
- Active participant in team-based and individual projects with excellent communication skills
- Excellent in executing the background knowledge into projects and creative in applying new techniques

Education and Licensing

MS, Mechanical Engineering,
Texas A&M University, College Station, TX

Thesis: Methodology to analyze the sensitivity of building energy consumption to HVAC system sensor error

BS, Construction Thermal Engineering,
Harbin Institute of Technology, P.R. China

Work History

Nexant, Inc.: San Francisco, CA
Project Engineer (2012-Present)

Siemens Corporate Research,
Princeton, NJ
Intern, Automation Control Department
(2011-2012)

Texas A&M University, College Station, TX
Research Assistant, Energy Systems Lab
(2008-2011)

Affiliations

LEED Green Associate

EIT Certificate

ASHRAE student member

Representative Project Experience

Nexant, Inc. — San Francisco, CA (2012 – Present)

Project Engineer, Demand Management, Program: NRR-CR (Customized Retrofit), REEP(Refinery Energy Efficiency Program), RCx (Building retro-commissioning), Tribal Casino (Casino energy efficiency program), SBD (Saving by design program)

- Performance energy conservation calculation using various method such as eQuest, bin method analysis, IPMVP,
- Conduct energy audits at medium to large commercial and industrial facilities (from a wide variety of manufacturing, assembly, and process heavy industry types) to identify and recommend energy efficiency improvements in systems such as but not limited to: refrigeration, data centers, process heating, motors, boilers, pumping, food processing, lighting, and HVAC filed investigation

- Write technical reports summarize results from energy audits and/or retro-commissioning services to recommend savings amounts and incentive payments
- Conduct measurement and verification tasks as warranted
- Meet with clients to present results
- Title 24 policy

Siemens Corporate Research — Princeton, NJ (2011 – 2012)

Intern, Automation Control Department, Project: SBT 990 (Siemens Building Technology)

- Control Sequence development for a building of Siemens Building Technology
- Project: CMU Project (Department of Energy US)
- Performed building energy simulation under different smart control strategy with EnergyPlus and control co-simulation tools
- Simulated natural ventilation in modified benchmark building model
- Optimized the building total cost with advance control strategy
- Analyze the building energy saving potential after implementing the saving control strategies

Intern, Automation Control Department, Project: CEC UCI Project (Department of Energy US)

- Simulated and calibrated building energy performance with industrial load and outside cogeneration system
- Analyzed building industrial load profile

Texas A&M University — College Station, TX (2008 – 2011)

Research Assistant, Energy Systems Lab, Project: Plant equipment operation optimization analysis and energy consumption simulation for TAMU Campus (TAMU plant is a cogeneration plant which serves more than 100 buildings on TAMU campus)

- Developed energy efficiency improvements for the central plant
- Analyzed the equipment operation based on metered data
- Field investigated into the equipment operation
- Data analysis, rate structure analysis, and savings determination (for DFW Airport Plant CC Project)
- Simulated campus plant energy consumption to meet utility bills
- Projected campus plant energy consumption/cost under different climate condition and rate structure for future
- Developed chiller, boiler, turbine models based on manufactured data
- Response to customer related to equipment operation and optimization
- Collected data from facilities

Research Assistant, Energy Systems Lab, Project: Buildings Continuous Commissioning® for TAMU buildings

- Field investigated on the domestic heating hot water loop for campus dorms
- Collected filed data, analyzed the energy consumption patterns and documented in database and report

Course Related Projects

- LEED design and evaluate for Agricultural Headquarters on Texas A&M Campus and BP Group Place in Houston
- HVAC system design for a four star Hotel located in Harbin, China

- Building Energy Simulation: a simulation of the building actual energy consumption by developed simulation tool
- Building Energy System Simulation: a simulation of the building actual energy consumption using DOE 2 and WinAM
- Cogeneration Analysis: a study to analyze a site's eligibility to be implemented with a cogeneration plant
- CFD simulation for a computer room of Harbin Institute of Technology in China

Related Courses

Energy and sustainable architecture, Building Environment, Thermodynamics, Heat transfer

Technical Skills

Programming Languages: SQL, Visual Basic, EES, PPCL, experience with C#

Office Suites: Microsoft Office, Proficiency in Excel

Simulation Software: Energyplus, E-Quest, DOE-2, AutoCAD, Google SketchUp, OpenStudio, WinAm, IES-VE, experience with Matlab-Simulink

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Amandeep Singh, PE



Project Engineer

Amandeep Singh is a Project Engineer within Nexant's Utility Services business unit in the San Francisco office. He has more than six years of extensive professional experience in the energy field, conducting energy auditing, combined heat and power analysis, and retro-commissioning activities for commercial, industrial, and institutional facilities, including federal, state, and local government agencies. Amandeep's responsibilities include on-site data collection, system functional testing, data logging, trend data set up, building simulation modeling, load shift analysis, new buildings design review, retro-commissioning, and analysis.

Areas of Expertise

On-Site Inspections and Audits: Performing energy audits and retrocommissioning audits of commercial, industrial, and institutional facilities.

Energy Analysis: Analyzing energy consumption as a whole building approach as well as a system level approach, which includes HVAC, refrigeration, and lighting; and industrial processes; identifying energy saving measures; calculating energy savings and life cycle cost analysis; measuring and verification of energy and demand savings; conducting reviews of bids, submittals and calculations; performing load shift, and combined heat and power calculations. Performing modeling and simulation utilizing building energy simulation tools such as eQUEST, and EnergyPro.

Building Energy Codes: Analysis of information on buildings code requirements such as Title 24, International Energy Conservation Code (IECC), Oregon Energy Efficiency Specialty Code, and ASHRAE.

Emerging Technologies Evaluation: Performing evaluation of emerging energy efficiency technologies for utilities.

Measurement & Verification (M&V): Performing M&V for retrofit, retro-commissioning, and emerging technologies projects.

Representative Project Experience

Savings by Design — Pacific Gas and Electric (2011 – Present)

Amandeep's work on this program includes performing review of architectural, mechanical and electrical drawings, simulation models, and incremental cost. He also performs energy saving analysis for saving by design projects by using eQUEST, EnergyPro, SimCalc, and Excel spreadsheets based on engineering calculations. From this review work, Amandeep has helped to maintain good quality deliverables.

Retrocommissioning (RCx) Program — Pacific Gas and Electric (2011 – Present)

Amandeep performs field functional testing of HVAC systems, identify HVAC systems deficiencies and energy saving measures. He also performs energy and load shift analysis for RCx projects by using eQUEST, customized building optimization tool, and excel spreadsheets based on engineering calculations. Also, he works on different Energy Management Systems (EMS) to set up and trends and processes collected trend data to evaluate HVAC performance and find deficiencies. Amandeep performs very detailed and sound engineering calculations, and delivers excellent quality reports.

Education and Licensing

MS, Mechanical Engineering,
San Diego State University, CA

BS, Mechanical Engineering,
Maharshi Dayan and University,
Rohtak, India

Diploma, Mechanical Engineer,
Chandigarh College of Engineering and
Technology, Chandigarh, India

Professional Engineer (PE)
CA-M: 35485

Work History

Nexant, Inc.: Sacramento, CA
Project Engineer (2012-Present)
Engineer (2011-2012)

California Center for Sustainable Energy,
San Diego, CA
Energy Engineer (2008-2011)

Industrial Assessment Center,
San Diego, CA
Energy Engineer (2006-2008)

Pacific Region Combined Heat and Power
Application Center, San Diego, CA
Energy Engineer (2006 – 2008)

Diesel Components Works, Patiala, India
Trainee (2004)

Yamaha Motors India Ltd, Faridabad, India
Trainee (2003)

Nonresidential Retrofit (NRR) Program — Pacific Gas and Electric (2011 – Present)

Amandeep's work on this program includes preparing inspection and M&V plans, performing site inspections, and performing analysis by using eQUEST, EnergyPro, and engineering calculation.

Integrated Energy Audits — Pacific Gas and Electric (2011 – Present)

Amandeep performs energy and demand response audits for PG&E's Integrated Audits program of large facilities. He performs HVAC and lighting saving measures analysis by using eQUEST, Building Optimization Analysis (BOA) tool, Customized Building Optimization Analysis (CBOA), Customized Calculation Tool (CCT 2013), excel spreadsheets, Energy Impacts DEER Data, and SPC tool. Amandeep always delivered high quality reports that helped to get more work from PG&E.

Advanced Lighting Control Program — Sacramento Municipal Utility District (2011 – Present)

Amandeep performs energy saving analysis and data logging for advanced lighting control evaluation projects.

RCx Project Reviews — Commonwealth Edison (2011 – 2013)

Amandeep reviewed extensive engineering calculations for HVAC measures for RCx projects. From this work, Amandeep has helped to maintain good quality deliverables.

Prescriptive Program — Commonwealth Edison (2011 – 2013)

Amandeep performed saving analysis and processed Prescriptive Program applications for lighting and HVAC projects.

Baseline Study — Delaware Department of Natural Resources and Environmental Control (2012)

Amandeep conducted site surveys of commercial and industrial facilities for the baseline study.

Baseline Study — Pennsylvania Public Utility Commission (2011 – 2012)

Amandeep conducted site surveys of commercial, industrial and residential facilities for the baseline study.

Indirect Evaporative Cooling — Sacramento Municipal Utility District (2012)

Amandeep performed data logging of water flow, temperature, and power; and performed energy consumption calculations of Indirect Evaporative Cooling (IEC) units to do technology evaluation.

New Construction Design Reviews — Energy Trust of Oregon (2012)

Amandeep performed new construction design reviews and performed analysis by using EnergyPro.

Energy Audits — City of El Cajon (2009 – 2011)

Amandeep conducted energy audits of all the City buildings and identified recommendations. He performed pre-M&V, energy analysis, eQUEST modeling, worked on Energy Efficiency Block Grant, processed incentives and rebates. He also wrote bid specs for the recommended energy saving measures, reviewed submittals and assisted the City in the installation phase.

Investment Grade Audits — San Diego Metropolitan Waste Water Department (2010 – 2011)

Amandeep conducted investment grade audits of a waste water plant, fresh water plant, and pumping station in collaboration with Siemens.

Evaluation — Escondido Union High School (2011)

Amandeep reviewed and modified EnergyPro models for new construction projects, reviewed submittals and recommended energy saving measures.

Inspections for Thermal Program (Solar Water Heating) — California Solar Initiative (2010 – 2011)

Amandeep performed on-site inspection and saving analysis for solar water heaters.

Partnership Program — San Diego Gas and Electric (2009 – 2010)

Amandeep conducted energy audits and performed data logging and energy analysis using eQUEST under this program.

Energy Audits for Tax Exempt Customer Program — San Diego Gas and Electric (2008 – 2010)

Amandeep conducted integrated energy audits for the City of San Diego, City of Carlsbad, City of Chula Vista, City of Poway, County of San Diego, airport, museums, schools, and military. He audited more than 40 facilities, performed pre & post inspections, identified energy saving measures, calculated energy savings, tracked projects milestone and assisted

clients in implementing recommended energy saving measures. He also performed Measurement & Verification (M&V) under this program.

Evaluation — Village Lindo Paseo (2009)

Amandeep reviewed EnergyPro models and analyzed PV, solar water heating and fuel cell systems. He also assisted on the LEED certification.

Energy Audits — Industrial Assessment Center (2006 – 2008)

Amandeep participated in Department of Energy sponsored on-site assessments for manufacturing facilities, which included paper mill, aircraft parts, golf club, window, safe and light manufacturing facilities. He analyzed energy usage, identified energy savings measures, calculated energy savings and authored detailed technical reports.

Energy Audits — Pacific Region Combined Heat and Power Application Center (2006 – 2008)

Amandeep participated in Department of Energy sponsored feasibility studies for industrial and commercial facilities, which included waste water treatment plant, casino, hotel, and bakery. He analyzed energy usage and cogeneration systems, calculated energy savings and authored CHP reports.

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Shawn Liu, PhD, PE, CEM, CDSM, LEED AP



Senior Project Engineer

Xiang (Shawn) Liu is a Senior Project Engineer within Nexant's Utility Services business unit located in our San Francisco office. He provides technical and policy consulting to various energy efficient market players, including utilities, ESCOs, end users, and financial institutions. Shawn specializes in energy audit, energy analysis, energy efficiency (EE) policy and program evaluation, and economic performance assessment.

Areas of Expertise

Energy Analysis: Energy analysis including eQUEST, EnergyPlus, EXCEL spreadsheet; energy code compliance; cost-benefit analysis of energy efficiency measures; supervision and review of measurement and verification (M&V) of industrial and building energy analysis.

Engineering: LEED certification; whole-building integrated energy audits and retro-commissioning for commercial, industrial, and residential properties; HVAC system and control design; building system design, installation and commissioning; sustainable building design and review.

EE Policy and Program Evaluation: Energy efficiency policy research and analysis; EE market potential analysis and characteristics; demand side management (DSM) program evaluation and implementation.

Representative Project Experience

Demand Side Management (NRR, REEP, IRCx, RCx, and IEA) Programs — Pacific Gas & Electric (2010 – Present)

These Pacific Gas and Electric (PG&E) programs incentivize energy efficiency measures for various industrial and commercial clients. Programs include Industrial and Commercial Retrocommissioning, Customized Response – Demand Response, Refinery Energy Efficiency, and large Integrated Energy Audits. Shawn designs EE measures and develops M&V plans to analyze and verify energy savings for a variety of facilities, including refineries, manufacturing, dairy, agricultural processes, laboratories, refrigeration storage, food process, and offices.

Energy Efficiency Capacity Building and Training — Natural Resource Defense Council Beijing (2011 – 2013)

Shawn worked with Chinese government, including China National Development and Reform Commission and Ministry of Housing and Urban Development to provide EE capacity building and training to different players in China's utility and building section, including central, provincial and municipal government agencies, utilities, research institutes, and end users. Topics include training on HVAC, compressed air system energy efficiency, thermal energy storage, ice-storage packaged air conditioning units, pump system, and lighting; Studies on building RCx best practices, US and China building efficiency rating and labeling systems; Review of US policies for building energy efficiency, renewable energy and green building; Development of cost database for building energy efficiency measures and etc.

Design Assistance Program — PacifiCorp (2007 – 2010)

This PacifiCorp program aims to assist sustainable and EE design of commercial buildings in architectural, mechanical, and electrical design with detailed energy analysis. Shawn's work entailed the development of EE measures, the specification of incentive program goals and implementations, and the design of report templates.

Education and Licensing

*PhD, Building System, Civil Engineering,
University of Colorado, CO*

*MS, Building Technology,
Architectural Engineering,
Tsinghua University, Beijing, China*

*BS, Energy and Power Engineering,
Xi'an Jiaotong University, Shaanxi, China*

Professional Engineer (PE)

Certified Demand Side Manager (CDSM)

Certified Energy Manager (CEM)

LEED AP Certified

U.S. Green Building Council (USGBC)

Work History

*Nexant, Inc.: San Francisco, CA
Senior Project Engineer (2013-Present)
Project Engineer (2006 -2012)*

*Tsinghua Tongfang Co. Ltd, Beijing, China
Project Engineer (2003 - 2004)*

Affiliations

*American Society of Heating Refrigeration
and Air Conditioning (ASHRAE)*

Association of Energy Engineer (AEE)

Association of Solar Energy

On-Site Energy Assessment Program & Building Performance Program — Xcel Energy (2007 – 2010)

These two Xcel Energy programs offer energy audits for commercial facilities larger than 10,000 ft². Shawn performed on-site energy auditing, identified EE measures, conducted engineering analysis, wrote reports, and made follow-up contacts with the customers to ensure implementation of recommended measures.

Efficiency Partners Programs — MidAmerican Energy (2009 – 2010)

Shawn performed walk-through energy audits to identify potential energy conservation opportunities for commercial and industrial customers, and used spreadsheet tools and eQUEST energy models to quantify savings. Following the walk-through, Shawn produced an audit report detailing the identified energy conservation opportunities, energy and cost savings, implementation costs, and simple payback. Additionally, he provided technical reviews of energy efficiency projects to determine projected energy and cost savings.

Custom Efficiency Program — Xcel Energy (2007 – 2010)

Shawn conducted eQUEST modeling to estimate the energy savings associated with different EE measures for commercial facilities involved in the Custom Efficiency Program.

Market Analysis — China Energy Efficiency (2011 – Present)

Shawn is leading this Market Analysis project in providing a full spectrum of analysis, including studying national and provincial EE policies, modeling the Chinese EE market, quantifying energy savings at provincial and national levels, procuring available incentives, and developing business plans.

Finance Program Evaluation — China Utility-Based Energy Efficiency (2009 – 2010)

The China Utility-Based Energy Efficiency Finance Program Evaluation comprehensively evaluates one of the major energy efficiency programs in China. Shawn performed the majority of the work, including assessment of the program's impact on greenhouse gas emissions, assisting participating financial institutions and the Chinese EE markets, and evaluating the program's management and operations.

Demand Side Management Program — Avista Utilities (2007 – 2008)

Shawn participated in the third-party assessment of the Avista Utilities' 2006 and 2007 gas DSM programs. He reviewed the engineering analysis of various EE measures, performed quality control on LEED simulation and templates, and developed special engineering tools to verify energy savings.

Incentive Program — Northwestern Energy (2007)

Shawn assisted in the process and impact evaluation of Northwestern Energy's (NWE) 2004, 2005, and 2006 DSM and Universal System Benefits (USB) Programs. He reviewed the engineering analysis methods for each EE measure, conducted best practice research, collected gross impact data with survey forms, analyzed the quantitative survey results, and drew comparisons between best practice results and the NWE programs.

Sustainable Design Projects — Confidential Client (2004 – 2006)

Shawn incorporated sustainable measures into building designs. He studied passive heating and cooling strategies, analyzed load reduction potentials for different measures, such as evaporative cooling, night ventilation, thermal mass, day lighting, and other solar systems. Utilizing simple software and detailed energy analysis tools, he performed life cycle economic analysis to justify economic soundness.

Energy Design and Commissioning Program — Tsinghua Tongfang (2001 – 2004)

For Tsinghua Tongfang's Energy Design and Commissioning Program, Shawn designed and commissioned building systems for commercial facilities. His work entailed schematic and detailed HVAC system and control design, building energy audits, equipment performance measurement and verification, HVAC control installation and system commissioning.

Representative Publications

13 representative journal papers including Building Simulation, Building and Environment, Indoor Air, Indoor and Built Environment, and Vacuum and Cryogenics.

16 representative conference papers including International Conference on Building Energy and Environment 2008, Energy Sustainability 2007, RoomVent 2007, ASHRAE Annual Meeting, 2003 International Conference on Energy and Environment, and Chinese Annual Symposium on HVAC&R.

37 representative journal and conference papers - peer paper review including ASME Journal of Solar Engineering, Building and Environment, HVAC & R Research, Building Simulation: an International Journal, Environmental Engineering and Management Journal, and International Conference on Building Energy and Environment 2008.

Awards

Albert Thumann Scholarship, by Association of Energy Engineer

ASHRAE- Graduate Student Grant in Aid Award

ASHRAE- Rocky Mountain Chapter Scholarship

Outstanding Paper Awards, by Chinese Association of Refrigeration

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Victoria DeCicco, CEM



Project Analyst

Victoria DeCicco is a Project Analyst in Nexant's Customer Strategy, Planning & Analysis Group located in the Philadelphia (Malvern), PA office. Victoria focuses on technical energy analysis and measurement & verification (M&V) of energy savings within demand side management (DSM) and renewable energy programs. Her experience includes rebate processing, development and implementation of M&V plans, facility auditing and analysis, and Solar PV design and assessment.

Areas of Expertise

Measurement & Verification: Gathering comprehensive data on installed energy efficiency projects, and using that data along with secondary research to assess the project's energy savings through a combination of analysis methods including statistical sampling and probability analysis, gross billing analyses, deemed savings estimation, and cost-benefit analyses.

Energy Analysis & Rebate Processing: Analyzing and estimating energy consumption and savings throughout various building systems using computer simulation software (including DOE eQUEST and COMcheck) in conjunction with both custom-made and utility provided Microsoft Excel calculator tools.

On-Site Energy Assessment: Performing energy assessments of commercial facilities and conducting life-cycle cost analyses of energy conservation measures in new construction and existing buildings.

Representative Project Experience

Commercial & Industrial Market Potential Study — Pennsylvania Public Utility Commission (2014 – Present)
Nexant is conducting a state-wide DSM energy efficiency market potential study for the Pennsylvania Public Utility Commission overseeing the seven electric distribution companies located in Pennsylvania to help inform the planning and implementation of Phase III of Pennsylvania's Act 129 energy efficiency goals. As an engineer on the team, Victoria is conducting research to determine savings and costs, as well as estimated useful life values for various energy efficiency measures. Victoria's research feeds the models created by Nexant that will be used by the commission to help inform updated targets for the implementation of Phase III of Pennsylvania's Act 129.

PA Act 129 Statewide Evaluator – Evaluation of Pennsylvania Electric Distribution Companies' Energy Efficiency and Conservation Programs — Pennsylvania Public Utility Commission (2013 – Present)

As an integral part of the Statewide Evaluation team, Victoria provides engineering support to the Pennsylvania Public Utility Commission to achieve verifiable energy savings and peak demand reduction across the state for seven electric distribution companies (EDCs). She is actively involved in developing, analyzing, and reviewing savings protocols for a variety of measures in both typical prescriptive and unique custom contexts for the commercial & industrial sectors. She performs on-site verification inspections and analyses to estimate energy and peak demand impacts and produces site inspection reports. Victoria also contributes to the Technical Reference Manual (TRM), as well as the quarterly and annual statewide evaluator impact evaluation reports.

PA ACT 129 Statewide Evaluator – Light Metering Study — Pennsylvania Public Utility Commission (2013 – 2014)

Nexant conducted a Light Metering Study in Pennsylvania to update savings assumptions used in the 2016 Pennsylvania Technical Reference Manual for Phase III of Act 129 Energy Efficiency & Conservation Programs. As the lead engineer on the team reporting directly to the project manager, Victoria managed the day-to-day operations of the study overseeing and participating in the installation of 2,347 light loggers across 495 commercial sites. She performed the data analysis on the

Education and Licensing

BS, Architectural Engineering
Drexel University, Philadelphia, PA

Engineer In Training

Certified Energy Manager (CEM)

Work History

Nexant, Inc.: Malvern, PA
Project Engineer (2013-Present)

RealWinWin: Philadelphia, PA
Utilities Engineer (2011-2013)

Solar Works NJ: Turnersville, NJ
Project Manager (2010-2011)

Churchill Engineers: Winslow, NJ
Assistant Engineer Co-Op (2005-2007)

Affiliations

Association of Energy

Service Professionals (AESP)

Society of Women Engineers (SWE)

retrieved information and co-wrote the "Pennsylvania Statewide Act 129 2014 Commercial & Residential Light Metering Study Report.

Evaluation of the Small Business Lighting Program — Ontario Power Authority (2013 – 2014)

Nexant's team is conducting an ongoing impact and process evaluation for the Ontario Power Authority's (OPA) Small Commercial Direct Install initiative as well as their Small Business Lighting Program. As an engineer on the team, Victoria aided in the verification of net energy and demand savings by performing site visits, installing logging equipment, and analyzing the associated savings achieved. She contributed to the assessment of the programs' cost effectiveness by determining free-ridership and spillover contributions by each facility onsite.

Impact Evaluation of Focus on Energy Portfolio — Wisconsin Public Service Commission (2013 – 2013)

Nexant is conducting an ongoing impact evaluation for the Wisconsin Focus on Energy portfolio of energy efficiency programs. As an engineer on the team, Victoria created custom Microsoft Excel calculator templates for all engineers on the team to use in order to analyze the savings achieved by all measures in the "Business Incentive Program" and the "Chain Stores and Franchises Program". She also provided engineering support to the Wisconsin Public Service Commission to achieve verifiable energy savings and peak demand reduction across their portfolio.

Representative Prior Experience

Technical Energy Engineering Support — RealWinWin (2011 – 2013)

Victoria provided technical energy engineering support to international retailers and local rebating entities through a variety of activities. She prepared life-cycle cost analyses to help clients make efficient purchasing decisions; staged nationwide retrofit initiatives in order to maximize financial assistance from utility rebate programs; completed utility-provided savings calculation tools (largely Microsoft Excel based); created and implemented M&V plans to comply with the IPMVP for over 500 projects; performed energy certification walk-through evaluations; and developed building energy models using eQUEST and COMcheck to estimate potential energy savings and building system performance.

Financing and Installing Solar Projects — SolarWorks NJ (2010 – 2011)

Victoria managed a variety of aspects related to financing and installing solar projects in New Jersey and Pennsylvania. She prepared electrical one-line drawings, created site plans, and determined the structural integrity needs for solar energy systems. Additional responsibilities included corresponding between clients, state and local governments, utility companies, installers, and distributors to oversee all aspects of solar system installation and integration.

Nexant is a globally recognized leader that provides innovative software, consulting and services to utilities, energy enterprises and chemical companies worldwide. With more than 35 offices, Nexant provides operational and technical expertise derived from deep sector and regional knowledge.

Every day, Nexant employees partner with customers to reimagine the world we live in and create a more sustainable energy tomorrow.

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Dan Chen



Analyst

Dan Chen is an Analyst I in Nexant's Customer Strategy, Planning & Analysis Group located in the Philadelphia (Malvern), PA office. Dan provides analytical support for a wide range of energy efficiency projects, including end-use and saturation studies and light metering studies. She also has experience updating and reviewing savings protocols for the PA technical reference manual and characterizing market baseline energy usage.

Areas of Expertise

Measurement & Verification (M&V): Conducting on-site inspections to quantify energy savings attributed to energy efficiency programs. Analyzing data to update savings assumption inputs for key variables used in the Technical Reference Manual (TRM).

Measure Development: Reviewing and updating savings protocols by analyzing savings assumptions, deemed savings, baseline efficiencies, and source documentation.

Baseline Market Characterization: Establishing baseline energy usage characteristics of sectors, segments, end-uses and equipment type; market research; conducting on-site audits/site visits; survey analysis; and ensuring data integrity through established QA/QC protocols.

Representative Project Experience

Technical Reference Library (TRL) — National Grid (2014 – Present)

Dan plays an important role in the development of a web-based technical reference library (TRL) that consolidates and organizes TRM measures from Rhode Island, Massachusetts, and Connecticut. She provides analytical support in designing the measure data structure and organization. Dan also played an integral role in the extraction and conversion of data from existing TRMs to align with the TRL structure.

PA Act 129 Statewide Evaluator – Phase II Technical Reference Manual — Pennsylvania Public Utility Commission (2013 – Present)

As part of the Phase II Statewide Evaluation team for Act 129 programs in Pennsylvania, Dan provides analytical support to the PA PUC to achieve verifiable energy savings and peak demand reduction across the state for seven electric distribution companies (EDCs). Dan has extensive experience analyzing and reviewing savings protocols for prescriptive and custom measures, which became part of the Pennsylvania TRM. She presented at TRM Working Group meetings tasked with updating the PA TRM M&V protocols, with a focus on non-residential measures. She also developed guidance memos to address issues discovered through the implementation and evaluation processes.

PA Act 129 Statewide Evaluator - Non-Residential End Use & Saturation Study — Pennsylvania Public Utility Commission (2013 – 2014)

Dan provided analytical support for the 2013 statewide non-residential baseline study, which collected information on building energy use from approximately 500 commercial and industrial sites throughout Pennsylvania. Dan has been a major contributor in re-designing the Microsoft Access database used to collect data and making major improvements to the efficiency and accuracy of the data entry process. She also analyzed the data to report an end-use summary with load profile calibration for electric sources.

Education and Licensing

BS, Environmental Science, University of North Carolina at Chapel Hill, NC

Work History

*Nexant, Inc.: Malvern, PA
Project Analyst (2013-Present)*

*Wagner Solar, Inc.: Boston, MA
Technical/Sales Intern (2013)*

*360Chestnut, Inc.: Cambridge, MA
Digital Media Intern (2012)*

Research Experience

*University of North Carolina at Chapel Hill
Institute for the Environment's
Thailand Field Site
Capstone Researcher (2011)*

PA Act 129 Statewide Evaluator - Commercial Lighting Metering Study — Pennsylvania Public Utility Commission
(2013 – 2014)

Dan conducted on-site field inspections for the Commercial Lighting Metering Study in Pennsylvania to update key savings assumptions for the C&I lighting measure and to address gaps in primary data. The findings from the lighting study will be used to determine lighting hours-of-use, coincidence factors, control savings factors, and HVAC interactive factors, and will be used in the 2016 PA TRM for Phase III of Act 129 EE&C programs.

Evaluation of US Department of Energy's Better Buildings Program — Lawrence Berkeley National Laboratory
(2014)

Dan conducted on-site visits to verify energy savings equipment installations for the Better Buildings Neighborhood Program (BBNP). The project includes an impact evaluation, M&V analysis, and approximately 800 project reviews across the 41 BBNP Grantees. The data collected will be used to verify the effectiveness of the funds and the net energy savings of program as a whole.

Nexant is a globally recognized leader that provides innovative software, consulting and services to utilities, energy enterprises and chemical companies worldwide. With more than 35 offices, Nexant provides operational and technical expertise derived from deep sector and regional knowledge.

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Appendix B ATTACHMENT C - PROPOSER'S CERTIFICATION

A signed and executed copy of the Attachment C - Proposer's Certification form is provided immediately following this page.

ATTACHMENT C

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Nexant, Inc.

NAME OF BUSINESS

SIGNATURE

Terry Fry, Senior Vice President

NAME & TITLE, TYPED OR PRINTED

101 2nd Street, Suite 1000, San Francisco, CA 94105

MAILING ADDRESS

(415) 369-1021

TELEPHONE NUMBER

tmfry@nexant.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company



Reimagine tomorrow.

Nexant, Inc.
Headquarters
101 2nd Street, Suite 1000
San Francisco CA 94105-3651
Tel: (415) 369-1000
Fax: (415) 369-9700
www.nexant.com





COUNCIL COMMUNICATION

6691

City Clerk Use Only

DATE: February 24, 2015

TITLE: Energy 2001 Power Purchase Amendment

CONTACT: Philip McAvoy / x5689 / pmcavoy@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute the attached Second Amendment to Power Purchase and Exclusive Option Agreement with Energy 2001, Inc. The Second Amendment revises the original terms of the Agreement and provides a financial settlement to Roseville due to Energy 2001's failure to deliver the agreed upon electricity.

BACKGROUND

In March 2004, The City of Roseville executed a Power Purchase and Exclusive Option Agreement with Energy 2001, Inc. to purchase renewable electricity generated from landfill gas at the Placer County landfill. In the Agreement and its first amendment, Energy 2001 agreed to generate and supply electricity to Roseville through April 2016. In 2012, Energy 2001 discontinued supplying Roseville due to financial issues.

After extended negotiation, City staff and Energy 2001 have come to a mutually acceptable solution to revise the terms of the original Agreement and compensate the City \$37,440 for the cost to replace the non-delivered electricity. The Roseville City Attorney's Office was consulted during the negotiation.

FISCAL IMPACT

This Agreement provides monthly payments to Roseville totaling \$37,440 by Energy 2001 Inc. for April 1, 2015 through April 2016.






ECONOMIC DEVELOPMENT/JOBS CREATED

Not Applicable.


ENVIRONMENTAL REVIEW

The agreement is not considered a "project" as defined by the California Environmental Quality Act ("CEQA") (CEQA Guidelines §15378). Consequently no CEQA action is required.

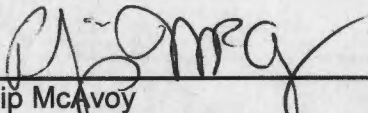
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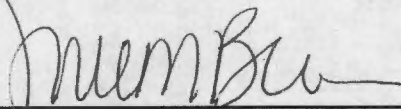
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  ATTY

AGENDA ITEM

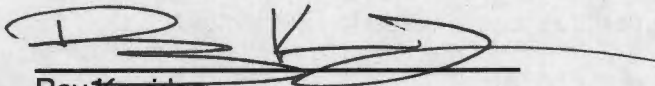
6.11 

Respectfully submitted,


Philip McAvoy
Power Supply and Portfolio Administrator


Michelle Bertolino
Electric Utility Director

APPROVED:


Ray Kerridge
City Manager

RESOLUTION NO. 15-86

APPROVING A SECOND AMENDMENT TO POWER PURCHASE AND EXCLUSIVE
OPTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ENERGY 2001, INC.
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a second amendment to power purchase and exclusive option agreement, by
and between the City of Roseville and Energy 2001, Inc., has been reviewed by the City Council;
and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO POWER PURCHASE
AND EXCLUSIVE OPTION AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Energy 2001, Inc., a Nevada corporation (“ENERGY”); and

W I T N E S S E T H:

WHEREAS, CITY and ENERGY entered into a Power Purchase and Exclusive Option Agreement on March 17, 2004 and said agreement was amended on November 7, 2007 (hereafter collectively known as the “Agreement”); and

WHEREAS, the Agreement confirmed the terms for the CITY’s purchase of electricity from ENERGY’s landfill gas cogeneration power project in Placer County, as well as provided the exclusive option for the City to purchase NOx emission reduction credits; and

WHEREAS, ENERGY acknowledges that it has defaulted on its obligations to the CITY by failing to deliver energy to CITY beginning in October 2012 and said failure to deliver energy has resulted in financial loss to CITY; and

WHEREAS, that default and failure to deliver energy by ENERGY has continued up to and including the date of this Second Amendment to Agreement; and

WHEREAS, during the time of default and failure to deliver energy, CITY staff worked with ENERGY officials to determine the viability of continuing the Agreement under its current terms while acknowledging the ongoing financial loss to CITY; and

WHEREAS, CITY staff and ENERGY officials have determined that ENERGY has limited cash available to compensate CITY for damages due to non-delivery of energy; and

WHEREAS, CITY staff and ENERGY officials have come to a mutually-acceptable solution to revise the terms of the Agreement and compensate CITY to its satisfaction and to reduce the CITY'S overall renewable costs, including replacing lost energy resulting from the non-delivery by ENERGY; and

WHEREAS, the parties now desire to amend the Agreement to reflect those mutually-acceptable terms, as stated herein by this Second Amendment to Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Section 4.01 Purchase and Sale of Net Electrical Output shall be amended and an additional paragraph shall be added at the end of such section to read:

“Beginning at 12:01AM on April 1, 2015, ENERGY shall not be obligated to sell and/or deliver the Net Electrical Output to CITY and CITY will not purchase or accept delivery of Net Electrical Output as of such date. In consideration of CITY relieving ENERGY from the obligation to sell and/or deliver Net Electrical Output to CITY, ENERGY shall make the following monthly payments to CITY through the original term of the Agreement, April 9, 2016, and in accordance with the payment terms set forth in Section 10.02 regarding Timeliness of Payment:

A monthly payment of two thousand eight hundred and eighty dollars (\$2,880.00) beginning April 1, 2015 and continuing through the original term of the Agreement. Such monthly payment is based upon a calculation of \$2/MWh of

renewable energy multiplied by the average annual output at the Facility at 1,440 MWh per month.

The parties expressly acknowledge that the Agreement shall remain in good standing upon the commencement of the payments by ENERGY noted above and shall remain in good standing so long as monthly payments are made as stated herein. Furthermore, the monthly payments noted above are intended to replace and satisfy all other obligations in the Agreement.


2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and ENERGY has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: 
RAY KERRIDGE
City Manager

ENERGY 2001, INC. a
Nevada corporation

BY: 
its: President

ATTEST:

and

BY:

its:

BY:

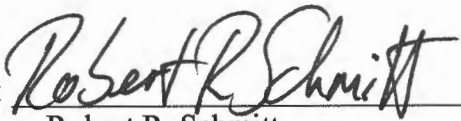
SONIA OROZCO
City Clerk



Treasurer

APPROVED AS TO FORM:

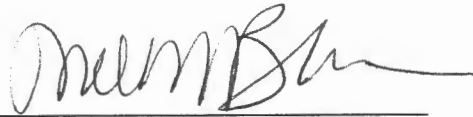
BY:



Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



MICHELLE BERTOLINO
Electric Utility Director



COUNCIL COMMUNICATION

6692

City Clerk Use Only

DATE: February 4, 2015

TITLE: SECOND AMENDMENT TO SUBSCRIPTION AGREEMENT WITH
COMVERGE, INC. FOR HOSTING SERVICES

CONTACT: Kris Blair, Roseville Electric 916.774.5581 KBlair@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an amendment to the Subscription Agreement with Comverge, Inc. to extend the term of the agreement by 14 months at a cost of \$42,000 to provide hosting services for Roseville Electric's Power Partners Residential Demand Response program.

BACKGROUND





In the summer of 2007, Roseville Electric implemented a Residential Demand Response Program called Power Partners. This is a voluntary program for residential customers that provides Roseville Electric with the ability to reduce electric load by cycling air conditioners on and off for short intervals during grid emergency or other critical peak energy use periods. Studies have shown that these control strategies have minimal to no impact on customer comfort.

Comverge hosts the software necessary to initiate and terminate cycling activities, and Roseville Electric staff directs these activities via a web-based portal provided by the vendor. Hosting services also include the paging service that interfaces with the devices, customer support for Roseville Electric staff, database updates for new device installations and removals, security monitoring, and web-based training.


During implementation of the Power Partners program, Roseville Electric issued a Request for Proposals (RFP) seeking a vendor to provide hosting services and Comverge was selected as the vendor. As part of this support, Comverge established the paging connections necessary to interface with the devices, and populated their database with the information needed during cycling events. Comverge has the infrastructure to successfully manage cycling activities; they are uniquely qualified to provide support for the Power Partners program.

The amendment provides hosting services through June 2016. The fee charged by Comverge for these services did not increase as part of this amendment.

Routing Approval:

 ACM
  FIN
  IT
  ATTY

AGENDA ITEM

6.12 

FISCAL IMPACT

This amendment has a not to exceed amount of \$42,000 which represents a hosting fee of \$3,000 per month for 14 months. The funding is included in the Electric Department's FY 14/15 budget. These costs may be offset by savings associated with peak demand reduction during summer months.

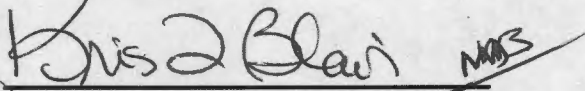
ECONOMIC DEVELOPMENT/JOBS CREATED

Not applicable.

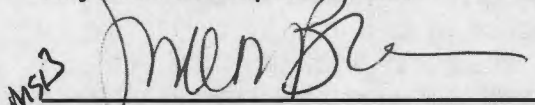
ENVIRONMENTAL REVIEW

The agreement is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully submitted,

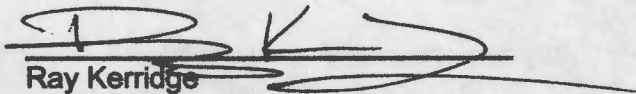


Kris T. Blair
Key Account Representative



Michelle Bertolino
Electric Utility Director

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-87

APPROVING AN SECOND AMENDMENT TO SUBSCRIPTION AGREEMENT BETWEEN
THE CITY OF ROSEVILLE AND COMVERGE, INC. AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a second amendment to subscription agreement regarding hosting services,
by and between the City of Roseville and Comverge, Inc., has been reviewed by the City
Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said second amendment is hereby approved and that the City Manager is authorized to execute it
on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
SUBSCRIPTION AGREEMENT**

THIS SECOND AMENDMENT TO THE OCTOBER 14, 2011 SUBSCRIPTION AGREEMENT BETWEEN COMVERGE, INC. ("COMVERGE") AND THE CITY OF ROSEVILLE ("CITY") (the "Second Amendment"), is made and entered into this ____ day of _____, 2015, by and between the City of Roseville, a municipal corporation ("CITY"), and Comverge, Inc., a Delaware corporation ("COMVERGE"); and

WITNESSETH:

WHEREAS, CITY and COMVERGE previously entered into a Subscription Agreement effective October 14, 2011 (the "Subscription Agreement") and a first amendment to that Subscription Agreement on April 3, 2013; and

WHEREAS, CITY and COMVERGE desire to amend the Subscription Agreement as set forth in this Second Amendment.

NOW, THEREFORE, the parties amend the Subscription Agreement as follows:

1. Section 7.1 of the Subscription Agreement shall be amended to read as follows:

"7.1 This Agreement shall terminate on June 30, 2016, unless earlier terminated pursuant to the terms and conditions of this Agreement."

2. The Subscription Agreement is amended by adding the following:

"CITY shall pay an additional forty-two thousand dollars (\$42,000.00), in consideration of the additional services provided through June 30, 2016. This brings the total not to exceed contract amount to one hundred sixteen thousand dollars (\$116,000.00)."

3. All other provisions of the Subscription Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Second Amendment to the Subscription Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2015, and COMVERGE has caused this Second Amendment to the Subscription Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

COMVERGE, INC., a
Delaware corporation

BY: _____
RAY KERRIDGE
City Manager

BY: [Signature]
its: President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: [Signature]
its: Vice President

APPROVED AS TO FORM:

BY: [Signature]
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: [Signature]
MICHELLE BERTOLINO
Electric Utilities Director

DATE: March 22, 2010

TITLE: Amendment to Hosting Services Contract for the Residential Demand Response Program – Comverge Inc.

CONTACT: Michelle Bertolino/mbertolino@roseville.ca.us/774-5603

Meeting Date: April 21, 2010

SUMMARY RECOMMENDATION

Staff recommends City Council adopt a resolution, authorizing the City Manager to execute the attached amendment to the Hosting Services Contract for the Residential Demand Response Program with Comverge Inc. This amendment has a not to exceed amount of \$31,200.

BACKGROUND

In the summer of 2007, Roseville Electric implemented a residential demand response program called "Power Partners." This is a voluntary program that allows Roseville residents to help reduce peak energy use during hot summer months. By participating in the Power Partners program, residents agree to have wireless controls (switch equipment) attached to their homes. These switches can be used to cycle air conditioners on and off for short intervals during critical peak energy use periods. The control strategies are designed to have no impact on customer comfort.

In 2007, the City Council approved a multi-year contract with Comverge, Inc. for hosting services for the Power Partners program. Comverge hosts the software necessary to initiate and terminate cycling activities, and RE staff directs these activities via a web-based portal provided by the vendor. Hosting services also include the paging service, customer support for RE staff, database updates for new installations and removals, security monitoring, and 16 hours of web-based training per year. The current contract with Comverge expires on May 1, 2010.

Currently, over 3,300 customers are participating in the Power Partners program. Roseville Electric's goal is to increase the participation level to at least 5,000 customers, which would provide 5 MW of peak reduction capacity. Customers receive a \$10 incentive at the time of installation, and \$10 each summer that they participate in the program.

During the next 12 months, Electric staff will work with the City's Information Technology Department (through the Technology Governance process) to evaluate the costs and benefits of bringing these services in house. This will help to ensure the costs and services for our program are at optimal levels.

FISCAL IMPACT

This amendment has a not to exceed amount of \$31,200, which represents a hosting fee of \$2,400 per month. This amount is included in the Electric Retail Services FY 10/11 budgets. This fee may be off set by savings associated with peak demand reduction during summer months.

ENVIRONMENTAL REVIEW

The amendment to the Hosting Services Contract for Residential Demand Response Program – Comverge Inc., is not considered a “project” as defined by the California Environmental Quality Act (CEQA). Consequently no CEQA action is required.

RECOMMENDATION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the attached amendment to the Hosting Services Contract with Comverge Inc., in an amount not to exceed \$31,200.

Respectfully Submitted,

Michelle Bertolino
Asst. Electric Utility Director, Administrative and Retail Services

George Fraser
Interim Electric Utility Director

APPROVED:

Michael T. Shellito
City Manager



Description of Load Management System Hosting Services

- Servers hosted in Tier-1 Datacenters
 - West coast utility hosting is performed at Savvis (formerly Exodus) Santa Clara, California
 - East Coast Utility hosting is performed at InterNAP, Atlanta
 - Santa Clara and Atlanta Datacenters are configured to also provide ultra high level geographic backup to Roseville Electric if desired (Optional – if desired - please ask for quote on this geographic – redundant fail over if required by Roseville Electric)
- Network Equipment consists of:
 - Cisco PIX Firewalls
 - Cisco Catalyst Switches / Routers
- Customer facing applications have Web-based front-ends for easy remote access and security
- PowerCAMP LMS Web Interface was enhanced in 2005 to meet security requirements of SDGE.
 - Authentication / Authorization
 - Secure transactions
 - Activity Logging
- We have successfully passed Application scan security tests done by SDGE IP Protection Team
- Servers and Network monitored using AdventNet NMS
 - Application enables tracking of system availability, resource monitoring
 - Alarms, alerts sent to Operations team through e-mail
- Comverge Control Center Monitors System Alerts
- Comverge Control Center Checks system status for operational readiness
- Comverge Control Center Operates teleconference bridge during events
- Comverge Control Center Monitors system operation during events and take remedial action if necessary
- Comverge Control Center Generates status report upon completion of event
- Comverge Control Center Drives issues (if any) to resolution to prevent re-occurrence

Unique Differentiators of Comverge Hosted LMS Services

- HTTPS allows for secure web transactions to be encrypted. Verisign certificates ensure that encryptions are done at 128-bit and that standard browsers recognize the source of the encryption.
- Data transfer between Comverge and Roseville Electric are performed through secure channels (secure web services or Secure FTP of pgp encrypted files).
- Roseville Electric customer data is stored in a Microsoft SQL server database in a highly secure data center environment. Individual Roseville Electric data is maintained in separate databases and backed up separately for confidentiality.
- Web applications that access data have been architected to meet stringent security guidelines and have successfully passed security audits/scans done by other large North American client utilities, and within California.
- Comverge Servers and Operating Systems have been hardened per NSA (National Security Administration) guidelines and have passed audits/scans done by other large North American client utilities.



Converge to Roseville Electric Confidential

- Roseville Electric users access data through secure web transactions. User authentication is made secure using best-known methods like temporary passwords for account creation, enforcement of strong passwords, password storage in encrypted format and password expiry.

Partial list of Comverge Utility Clients that we are performing Load Management I.T. Hosting Services for:

SDG&E, Rocky Mountain Power (Pacific Corp.) ISO-New England, BPA , AEC, Newmarket (A Municipal Utility in Ontario, Canada,) Kansas City Power & Light, APC, Baltimore Gas & Electric

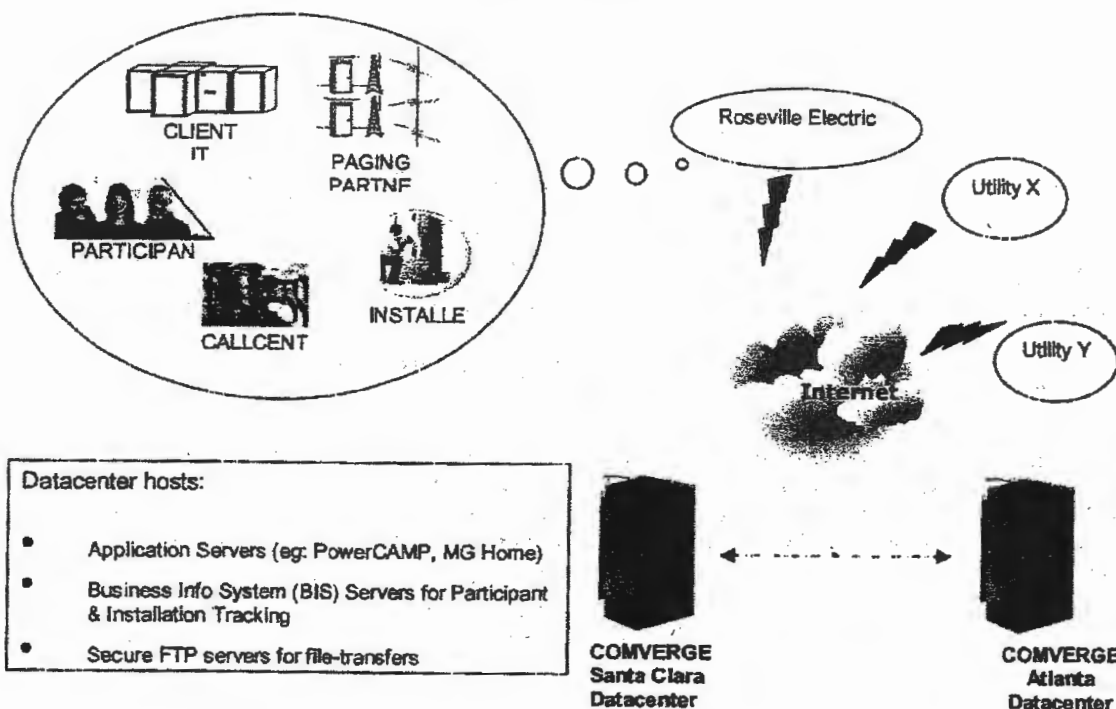
Partial list of Comverge Utility and Commercial Clients that we are performing other I.T. Hosting Services for:

PSEG (hosting of a web based price responsive load management and demand response system;)
TECO (hosting of a web based price responsive load management and demand response system.)
Solar Turbines/Caterpillar (hosting of a web based remote monitoring and control system for a merchant power plant owned and operated by Caterpillar;) City of Phoenix (hosting of a web based automatic metering system;)

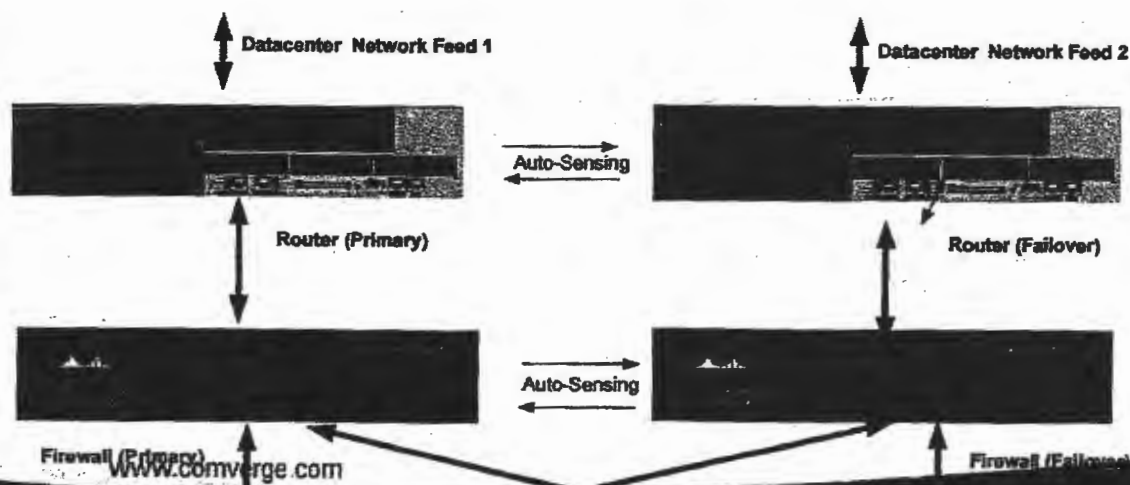


Comverge to Roseville Electric Conf

Comverge Hosting Infrastructure



Hosted Services Auto-Failover at Network Level



The Power in Power Technology.™

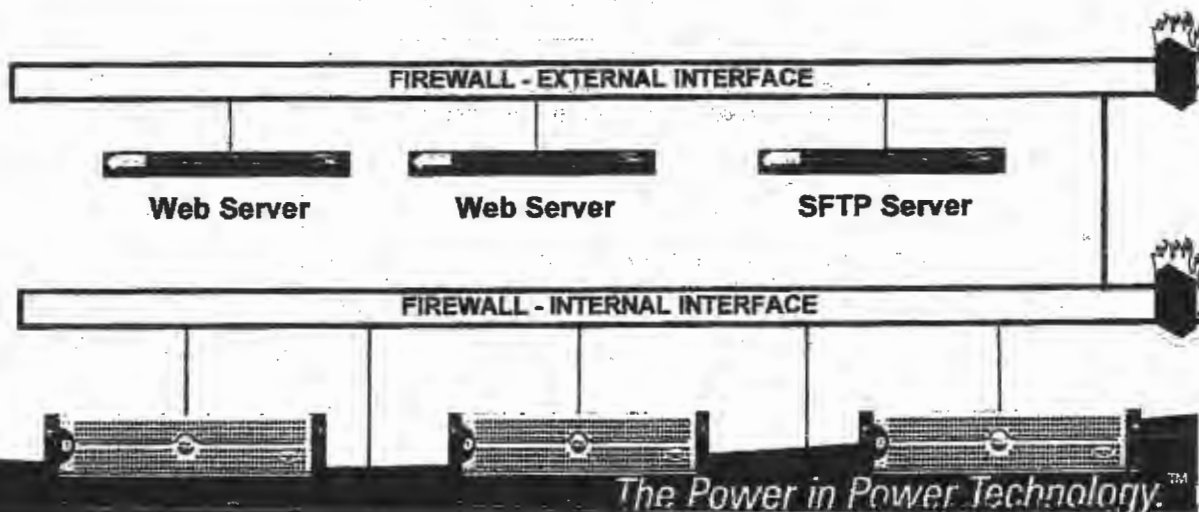
converge.

Converge to Roseville Electric Confidential

Hosted Services Application Security / Failover System

EXTERNAL

DMZ



The Power in Power Technology.™

to Licensee a written explanation of the reasons why such asserted discrepancy is not valid. The written explanation of Licensor set forth herein shall be deemed accepted by Licensee within ten (10) days after Licensee's receipt of the written explanation unless Licensor receives from Licensee written notice rejecting such explanation and terminating this SHLA within such ten day period. Upon receipt of Defect Notice from Licensee by Licensor as set forth above, the Licensed Modules shall be deemed accepted by Licensee except as to the discrepancies specified in the Defect Notice.

Section 2.03 - Use Restrictions: Except as permitted pursuant this SHLA, Licensee hereby understands and agrees that (i) Licensee shall have no right to copy the Licensed Modules except as permitted under this SHLA; (ii) in no event may Licensee physically duplicate the Module Documentation, in whole or in part; (iii) Licensee may not modify the Licensed Modules or merge the same into software that is not provided by Licensor without the prior written consent of Licensor; (iv) Licensee shall prevent Unauthorized Use or Unauthorized Access to Licensed Modules; (v) Licensee will only use the Licensed Modules as provided for in this SHLA; and (vi) upon termination of this SHLA or any license granted hereunder, Licensee shall promptly return the Designated Equipment or any resulting merger software and Licensee shall have no right thereafter to use the Licensed Modules or any portion thereof.

Section 2.04 - Consultants: Licensee may not disclose the Licensed Modules and Module Documentation to any third party, including consultants of Licensee, except upon (i) the prior written consent of Licensor which will not be unreasonably withheld, and (ii) delivery to Licensor of a confidentiality agreement, in form and content acceptable to Licensor (as determined in Licensor's sole discretion), executed by such third party. This section does not preclude Roseville Electric from using a 3rd party contractor to perform measurement and verification (M&V) services.

Section 2.05 - Temporary Use: Any license granted under this SHLA for the Designated Equipment may be temporarily transferred to back-up computer equipment if the Designated Equipment is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model, until the Designated Equipment is restored to operative status and processing of the data already entered into the back-up computer is completed; provided, that Licensee provides Licensor with prior written notice setting forth the model number, serial number and locations of the back up computer equipment.

Section 2.06 - Demonstrations: Licensee shall allow Licensor scheduled Access to the Designated Equipment, Licensed Modules and personnel of Licensee for the purpose of demonstrating the performance, functions, utility and features of the Licensed Modules to potential customers of Licensor. Such demonstrations shall be scheduled at least twenty-four hours in advance. Such demonstrations shall not last more than two hours and shall be conducted only during the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday (excluding holidays). Such demonstrations shall be conducted by Licensee personnel under the direction of Licensor.

ARTICLE III - PAYMENT

Section 3.01 - Service Fee: Licensee shall pay a Service Fee of \$1950.00 per month for the first twelve (12) months from delivery of the Licensed Modules to control a maximum of 900 LCR's and 100 PCT's; \$2250 per month for months 13 to 24 of this Agreement to control a maximum of 1900 LCR's and 1100 PCT's; \$2400 per month for months 25 to 36 of this Agreement to control a maximum of 2900 LCR's and 2100 PCT's, and \$3,000 per month to control a program maximum of 4,000 LCR's and 3,000 PCT's. Should Roseville Electric deploy and install LCR's and PCT's in such a manner that exceeds the unit amounts within the annual unit price schedule in the year that applies, the price schedule that corresponds to the aggregate actual unit total deployed in any given year will be applied. These monthly fees are due and payable within thirty (30) days of invoice date.

Section 3.02 - Setup Fee: A non-recurring engineering LMS hosting set up fee of \$6500.00 will be billed upon the signing of this Agreement for installation and set-up pursuant to Schedule 4.

Section 3.03 - Services and Licensing Beyond the Dates of this Agreement: Licensee shall submit a written request to Licensor no less than ninety (90) days in advance of the end of the Term requesting an extension to this Agreement on terms to be negotiated by the Parties.

Section 3.04 - Taxes: Licensee shall pay any and all applicable taxes applicable to the Fee.

Section 3.05 - Conversion: Roseville may convert the Converge hosted Load Management System to a Roseville Electric hosted system through purchasing a license to the Converge software where the following charges will apply: (1) \$25,000 for the Converge Load Management System software license, plus (2) \$1500.00 per day engineering expenses plus reasonable travel expenses, where the estimated

number of labor for the conversion and on-site training is four (4) days. Software support for the LMS system following a conversion and migration from a hosted version to a Roseville Electric hosted version is \$3,800 per year and includes 55 Hours yearly of telephonic technical support and software maintenance for the LMS system. Roseville Electric shall be responsible for the procurement of server hardware and supporting software programs that are required to operate the Load Management System, which includes without limitation the following: a dedicated server for Web/Application Server; Microsoft SQL DB server (SQL Server 2000/2003/2005) (the DB required by Roseville at the time of migration is Microsoft SQL Server 2005 Standard Edition or version that the hosted solution is running at the time of migration.) Other hardware and software may need to be deployed dependent upon Roseville Electric specific operating, support and reliability. At the time of migration to a Roseville Electric hosted solution, commercial paging service and paging costs will become the sole responsibility of Roseville Electric. At the time of conversion to a Roseville Electric Hosted solution, a change in the URL web address for consumer web access and remote programming of the t-stat will be required and is the responsibility of Roseville Electric.

ARTICLE IV - HOSTING SERVICE LEVEL AGREEMENT

Section 4.01 - Provision for Service Level Agreement: Licensor shall provide a level of service as set forth in the Program Management and Technical Support attached hereto as Exhibit A.

ARTICLE V - TERM, TERMINATION

Section 5.01 - Termination Limitations: This SHLA may only be terminated as provided under this Article V

Section 5.02 - Term: This SHLA shall be valid for Hosting Term except as extended hereunder.

Section 5.03 - Termination by Licensor: Licensor may terminate this SHLA and any use granted to Licensee hereunder if: (i) Licensee commits a breach of any of the provisions set forth in Articles II or VII of this SHLA; (ii) Licensee is in default of any other provision of this SHLA and such default is not cured within ten (10) days after Licensor gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law. In the event of any termination of this SHLA or any license granted to Licensee hereunder, Licensor may: (i) declare all amounts owed to Licensor hereunder or otherwise to be

immediately due and payable; (ii) require that Licensee cease any further Use of the Licensed Modules; and (iii) cease performance of all of Licensor's obligations hereunder without liability to Licensee. Licensor's foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to Licensor in law and in equity.

Section 5.04 - Termination by Licensee: Licensee may terminate this SHLA if the Licensed Modules do not substantially comply with the Module Documentation, Licensor fails to provide adequate hosting services, or Licensor commits a material breach of this Agreement. Licensee must provide at twenty (20) days written notice of such termination. Licensor then has ten (10) days after receipt of Licensee's written termination to cure the defect. If the defect is cured, Licensee may not terminate the SHLA. Licensee may terminate the SHLA for convenience upon 60 days written notice and shall pay for all costs incurred under this SHLA up to time of termination.

Section 5.05 - Destruction or Return of Licensed Modules upon Termination: Upon termination of this SHLA, Licensee shall destroy or return (at Licensor's option) all Access to Licensed Modules and Module Documentation provided to Licensee by Licensor pursuant to this Agreement and shall provide Licensor with a certificate of compliance with this Section 5.04 signed by an authorized representative of Licensee.

ARTICLE VI - WARRANTY, LIMITATION OF LIABILITY, DISCLAIMER OF PROPERTY RIGHTS INDEMNITY

Section 6.01 - Scope of Warranty: Licensor warrants to Licensee that for a period of the Agreement, so long as payments are made on time (the "Warranty Period") the hosted Licensed Modules will substantially conform to the functionality described in the Module Documentation; provided however, Licensor is in no way warranting that the operation of the Licensed Modules will be uninterrupted or error free (the "Licensed Modules Warranty"). Licensor shall provide Licensee Program Management and Technical Support in the manner and on the terms and conditions set forth in Exhibit A during the term of the contract. Licensor warrants that the Services shall be performed in a good, workmanlike manner.

Section 6.02 - Warranty Conditions: Licensor's obligation to remedy a claimed breach of the Warranty shall be conditioned upon the receipt by Licensor, during the Warranty Period, of a written notice from Licensee stating (i) with reasonable particularity, the claimed Licensed

Radio Transmission System

Introduction

Comverge will use a local VHF paging company (Cook Paging) to provide the signaling to the Roseville Electric load management devices (A/C Cycling Switches and Programmable Communicating Thermostats). Cook's VHF Paging coverage of Roseville Electric's service territory is of adequate strength and coverage to provide the signaling needed at the program participants. See coverage map below.

Comverge will take responsibility for obtaining, maintaining and paying for any agreements needed with the paging company. As part of the PowerCAMP Master Station development and Comverge's Project Management, we will develop the Internet communication links to the paging system, ensure that the paging system controller is properly set-up in order to be capable of broadcasting load management messages, monitor the messages sent, and perform a propagation study to ensure that the signal properly covers the areas where SuperStats will be deployed.

Paging Protocol

Comverge's A/C Cycling Switches and Programmable Communicating Thermostats use the communication protocol known as POCSAG. The POCSAG encoding format was developed in the '70's by a group of international engineers who were looking to create a mutually agreeable code for wide-area paging. Because the meeting was chaired by the British Post Office, and the group was known as the Post Office Code Standardization Advisory Group, the acronym POCSAG was adopted. This encoding format has been implemented by a large number of manufacturers around the world.

POCSAG is a digital encoding format that is specified to operate at 512 bits per second. The paging format has also been implemented, without modification to the encoding mechanism, to operate at 1200 bits per second. Comverge's Direct Load Control system operates at 1200 bits per second. The higher speeds allow more pages per second to be transmitted and can therefore support a larger customer base over a single channel than lower speeds. A mix of speeds can be supported over one frequency.

All address and message information has an error detection and correction code associated with it to detect small error bursts and to correct single bit errors that may occur within a single codeword. Because of its speed, efficiency, the number of pager manufacturers with compatible pagers available and its international acceptance, POCSAG has become a popular paging format in high-volume paging applications.

Any message data for a Load Management Device is encoded and transmitted in fixed blocks, known as "codewords," starting directly after the codeword that contains the LMD operational or unique address. Most times the encoded message information is transmitted across many frames, thus blocking other pages from being placed within these frames. It is up to the paging terminal to automatically pack the alphanumeric information for different users within frames in the most efficient manner possible to minimize the total number of frames required to output a given number of messages.

Since the radio transmission system is so important to the long-term, successful operation of a load management program, Comverge wanted to address all possible concerns about

- 1) The use of VHF (152.84 MHz) as the propagation medium, including a comparison of the propagation characteristics of VHF as compared to 900 MHz
- 2) The viability of using a common carrier paging company in an industry that has seen some hard times as other technologies reduce the need for paging
- 3) The company that has been selected as the primary carrier (Cook Paging)

In order to better understand the development of radio load management, a brief history is also included

Note: Each bullet item below must be addressed in your response.

1 Project Title

Power Partners Hosting Agreement – Request for IT Analysis

2 Submitted by

Mamie Mierzwak
Roseville Electric
Electric Retail Services Supervisor
916-774-5567

This Concept Paper has been approved by:

- Michelle Bertolino
- George Fraser

3 Date

4/2/2010

4 Project Sponsor

Mamie Mierzwak

5 Background

- Roseville Electric currently contracts with an outside vendor (Comverge) for hosting services associated with the "Power Partners" demand response program.
- Power Partners is a voluntary program that allows Roseville residents to help reduce peak energy use during hot summer months. These residents agree to have wireless control devices attached to their A/C (air conditioning) units, which can be used to cycle the unit off and on during peak energy periods.
- Comverge hosts the software necessary to initiate and terminate cycling activities. RE staff directs these activities via a web-based portal provided by the vendor.
- The cost of the current hosting agreement is \$2,400 per month, and includes: paging service, customer support for RE staff, database updates for new installations/removals, security monitoring, remote access, and 16 hours of web-based training per year.
- The current contract with Comverge expires in May 2010. RE plans to renew this contract with an end date of June 30, 2011. This contract has a 60-day early termination clause.
- In the meantime, RE would like the IT Department to determine the initial and ongoing costs to move this function in-house at the end of the next contract term. This should include an analysis of the expertise and equipment needed in order to provide the same level of service currently provided by Comverge.

6 Objective

- What is the intent of the proposed project?
 - Determine the initial and ongoing costs to move this function in-house prior to the end of FY11. This should include an analysis of the expertise and equipment needed in order to provide the same level of service currently provided by Comverge.
 - RE provided information related the current contract to IT at the end of February 2010. This information is included with this request as an additional attachment.
- What will success on the proposed project look like?
 - Please provide a document that includes initial and ongoing costs related to this project, and timelines for implementation.
- How will the business function operate differently after the proposed project is complete?
 - The analysis may result in moving the hosting functions to the City's IT Department.
- Do you have a proposed solution in mind?
 - The current contract with Comverge includes a pricing structure for an in-house option.

7 Impacts

- How will any other stakeholders, departments, systems, or processes be affected by this project?

This request will impact RE and IT – and is a request for analysis only.

8 Key Risks and Assumptions

- What are possible constraints or barriers to achieving the desired outcomes of the project?
 - This analysis will require IT resources, which may not be available at this time.
- How do you intend to address these in order to achieve the objective?
 - This will be discussed with IT after the concept paper is reviewed.

9 Desired Complete Date

- List the optimal and acceptable project completion dates with explanation.
 - Please complete the analysis by July 30, 2010.
 - This will ensure that we have enough time to make a decision prior to the end of the contract term.
 - This will also allow time to (if necessary) purchase software, hardware, and implement changes that may come from this analysis.



COUNCIL COMMUNICATION

6711

City Clerk Use Only

DATE: February 26, 2015**TITLE:** Resolution Approving the Professional Services Agreement with Applied Best Practices, LLC to provide Disclosure Consulting Services**CONTACT:** Vanessa Lieberman, Financial Analyst, 774-5189

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Approve the attached resolution authorizing the City Manager or his designee to sign the attached Professional Services Agreement with Applied Best Practices, LLC for the purpose of providing annual disclosure consulting services for the City of Roseville.

BACKGROUND

The City of Roseville is required to file annual disclosures that pertain to all of the City's bond issues. Recently the SEC implemented the Municipalities Continuing Disclosure Cooperation (MCDC) initiative. Under the initiative issuers were to analyze prior disclosures for discrepancies by December 2014. The City hired Applied Best Practices, LLC to conduct an audit of our prior disclosures and found their response time to be quick, efficient and thorough. In light of the Initiative the City felt it was in their best interest to hire Applied Best Practices, LLC to create, manage, and distribute the annual disclosures to ensure the City remained in compliance with the MCDC initiative.

Staff requests the City Council authorize the procurement of disclosure consulting services, on a yearly basis, for a period of three years, from Applied Best Practices, LLC at the rates set forth in Exhibit C to the proposed Professional Services Agreement accompanying this report.



FISCAL IMPACT

The fiscal impact for annual disclosure consulting services is \$15,500 annually for a three year contract not to exceed \$50,000 total. The fee will be proportionately spread across all outstanding bond issues (approximately 30 bonds issues or \$500 per issue per year).

ECONOMIC DEVELOPMENT/JOBS CREATED

The Professional Services Agreement will not create any new jobs or economic development.

Routing Approval:

 ACM
  JP
  FIN
  N/A
  IT
  RS
  SATTY

AGENDA ITEM

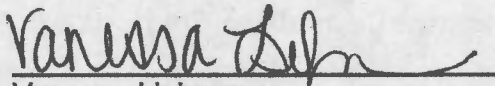
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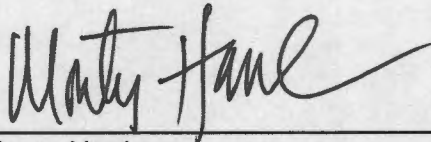
ENVIRONMENTAL REVIEW

The Professional Services Agreement is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully submitted,

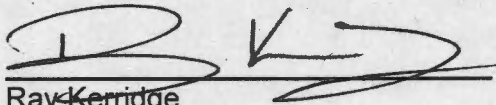


Vanessa Lieberman
Financial Analyst



Monty Hanks
Finance Director

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-96

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
APPLIED BEST PRACTICES, LLC, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement regarding disclosure consulting services, by and between the
City of Roseville and Applied Best Practices, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville, upon receipt and approval of all signed agreements and insurance
by the City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Disclosure Consulting Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Applied Best
Practices, LLC, a California limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of continuing disclosure
consulting services; and

WHEREAS, CONSULTANT has prepared a proposal which describes the scope of work
to be performed by CONSULTANT, the budget for the work, and the schedule for performance
of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, consulting
services in connection with the debt obligations defined in EXHIBIT "A," and the scope of
services as described in EXHIBIT "B," attached hereto and incorporated herein by reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "C," attached hereto and incorporated herein by this reference. Total compensation shall not exceed fifty thousand dollars (\$50,000.00).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT will comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Term and Termination of Agreement. This Agreement shall have a term of three (3) years from the date of execution by all parties. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to

receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Monty Hanks, Finance Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Joshua J. Lentz, Vice President
19900 MacArthur Blvd., Ste. 1100
Irvine, CA 92612

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

APPLIED BEST PRACTICES, LLC, a
California limited liability company

BY: _____
RAY KERRIDGE
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MONTY HANKS
Finance Director

EXHIBIT “A”

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT FOR
CONTINUING DISCLOSURE CONSULTING SERVICES
BY AND BETWEEN
CITY OF ROSEVILLE
AND
APPLIED BEST PRACTICES, LLC**

Definition of Debt Obligations⁽¹⁾:

UTILITY DEBT OBLIGATIONS

	Issuer	Annual Filing Deadline	Dated Date	Last Cusip	Date of Last Cusip
1	City of Roseville Water Utility Revenue Certificates of Participation, Series 2007	January 31st	11/6/2007	777876BK8	12/1/2027
2	Roseville Natural Gas Financing Authority Gas Revenue Bonds, Series 2007	January 31st	2/6/2007	777863AV3	2/15/2028
3	City of Roseville Electric System Revenue Certificates of Participation, Series 2005A (Fixed Rate)	January 31st	6/30/2005	777807CD8	2/1/2023
4	City of Roseville Electric System Revenue Refunding Certificates of Participation, Series 2009	January 31st	12/10/2009	777807DL9	2/1/2024
5	Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2010	January 31st	10/21/2010	77781RAR4	2/1/2037
6	Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2013	January 31st	11/14/2013	77781RBG7	2/1/2029
7	Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2014	January 31st	8/21/2014	77781RBN2	2/1/2034

⁽¹⁾ This list may be amended to include additional transactions.

	Issuer	Annual Filing Deadline	Dated Date	Last Cusip	Date of Last Cusip
8	South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011C	January 27th	4/7/2011	839423BV1	11/1/2025
9	South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2014 (SIFMA INDEX BONDS)	January 27th	8/13/2014	839423CA6	11/1/2017

TAX ALLOCATION DEBT OBLIGATIONS⁽¹⁾

	Issuer	Annual Filing Deadline	Dated Date	Last Cusip	Date of Last Cusip
10	Redevelopment Agency of the City of Roseville, Roseville Redevelopment Project, Tax Allocation Bonds, Series 2006A	March 31st	11/14/2006	777864BN8	9/1/2040
11	Redevelopment Agency of the City of Roseville, Roseville Redevelopment Project, Taxable Tax Allocation Bonds, Series 2006A-T	March 31st	11/14/2006	777864BW8	9/1/2028
12	Redevelopment Agency of the City of Roseville, Roseville Redevelopment Project, Taxable Tax Allocation Bonds, Series 2006H-T	March 31st	11/14/2006	777864CG2	9/1/2040
13	Successor Agency to the Redevelopment Agency of the City of Roseville (Roseville Redevelopment Project) Tax Allocation Refunding Bonds, Series 2014	March 31st	9/9/2014	777865AU0	9/1/2033

⁽¹⁾ The continuing disclosure annual report will be prepared by Frasier & Associates or a City designated successor, and the Consultant will be responsible for submitting the continuing disclosure annual report along with the audited financial statements through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport. R change notices will be prepared and disseminated by the Consultant through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport.

LAND SECURED DEBT OBLIGATIONS⁽²⁾

	Issuer	Annual Filing Deadline	Dated Date	Last Cusip	Date of Last Cusip
14	City of Roseville Stone Point Community Facilities District No. 1 Special Tax Bonds, Series 2003	January 15th	3/18/2003	777870JN7	9/1/2028
15	City of Roseville Woodcreek West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005	January 15th	5/11/2005	777870MA1	9/1/2030
16	City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2005	January 15th	8/5/2005	777870MX1	9/1/2036
17	City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2005	January 15th	8/24/2005	777870PD2	9/1/2036
18	City of Roseville North Roseville Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2005	January 15th	9/15/2005	777870PY6	9/1/2023
19	Roseville Finance Authority Revenue Bonds, 2006 Series A (Senior Lien Bonds) (Insured)	March 31st	4/5/2006	777813AW6	9/1/2027
20	Roseville Finance Authority Revenue Bonds, 2006 Series B (Junior Lien Bonds) (Uninsured)	March 31st	4/5/2006	777813BR5	9/1/2027
21	City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2006	January 15th	8/3/2006	777873AW0	9/1/2037
22	City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2006	January 15th	8/24/2006	777870RK4	9/1/2036

⁽²⁾ The continuing disclosure annual report will be prepared by Willdan Financial Services or a City designated successor, and the Consultant will be responsible for submitting the continuing disclosure annual report along with the audited financial statements through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport. Rating change notices will be prepared and disseminated by the Consultant through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport.

	Issuer	Annual Filing Deadline	Dated Date	Last Cusip	Date of Last Cusip
23	City of Roseville Stone Pointe Community Facilities District No. 5 (Public Facilities) Special Tax Bonds, Series 2006	January 15th	9/19/2006	777870SE7	9/1/2036
24	City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2007	January 15th	5/9/2007	777870SV9	9/1/2037
25	Roseville Finance Authority Special Tax Revenue Refunding Bonds, 2007 Series A (Senior Lien Bonds) (Insured)	January 15th	5/17/2007	77781PBJ5	9/1/2033
26	Roseville Finance Authority Special Tax Revenue Refunding Bonds, 2007 Series B (Junior Lien Bonds) (Uninsured)	January 15th	5/17/2007	77781PBN6	9/1/2033
27	City of Roseville The Fountains Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2008	January 15th	2/21/2008	777870TM8	9/1/2038
28	City of Roseville North Central Roseville Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2010	January 15th	7/29/2010	777870TV8	9/1/2017
29	Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2012	March 31st	8/9/2012	77781PBX4	9/1/2021
30	City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2013	April 1st	2/14/2013	777870UP9	9/1/2036
31	City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014	April 1st	12/18/2014	777870UV6	9/1/2044

Additional Debt Obligations

The City may elect to amend this agreement to include any future debt obligations with continuing disclosure requirements (including refinancings).

EXHIBIT “B”

**EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT FOR
CONTINUING DISCLOSURE CONSULTING SERVICES
BY AND BETWEEN
CITY OF ROSEVILLE
AND
APPLIED BEST PRACTICES, LLC**

Scope of Services

1. Continuing Disclosure Annual Report

The Consultant will assist the City in connection with the preparation and filing of the continuing disclosure annual reports for the City in connection with the City's Utility Debt Obligations listed in Exhibit A. Such services shall include, but not limited to:

- At least sixty (60) days prior to the annual filing deadline of a continuing disclosure annual report, request from City financial reports and budget reports, determine the required categories of information and provide a template of tables to complete, list of data to provide and/or questions to be answered in assembling of the continuing disclosure annual report;
- Coordinate and order from outside vendors specific data not accessible to the City;
- Review and supplement any information, in addition to the information required by a continuing disclosure undertaking, which might be necessary;
- Assist the officers or employees of the City designated with responsibility for continuing disclosure to assemble information necessary for the continuing disclosure annual report;
- Format or assist in formatting such material into a final form for the continuing disclosure annual report; and
- At least three (3) business days prior to the filing deadline, the Consultant shall submit the continuing disclosure annual report and the City's audited financial statements through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport.

CONSULTANT WILL NOT BE RESPONSIBLE FOR PREPARATION OR CONTENT OF THE AUDITED FINANCIAL STATEMENTS AND BUDGET REPORTS.

2. Review and Dissemination of Tax Allocation Debt Obligations and Land Secured Debt Obligations Continuing Disclosure Annual Report

The Consultant will assist the City in connection with the reviewing and filing of the continuing disclosure annual reports for the City in connection with the City's Tax Allocation Debt Obligations and Land Secured Debt Obligations listed in Exhibit A. Such services shall include, but not limited to:

- At least thirty (30) days prior to the filing deadline of a continuing disclosure annual report, request a draft of each Continuing Disclosure Annual Report;
- At least three (3) business days prior to the filing deadline, the Consultant shall submit the continuing disclosure annual report and the City's audited financial statements through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport.

CONSULTANT WILL NOT BE RESPONSIBLE FOR PREPARATION OR CONTENT OF THE AUDITED FINANCIAL STATEMENTS AND BUDGET REPORTS.

3. Reporting of Significant Event Notices

The Consultant will assist the City in connection with the preparation and filing of reporting of significant event notices, including any rating change(s) as necessary in connection with the Debt Obligations. Such services shall include, but not limited to:

- Consultant shall monitor the market from time-to-time for rating changes pertaining to the Debt Obligations and notify the City immediately after its confirmation of rating change(s);
- Upon receipt by the City of such notification, the City shall contact the Consultant and give them authorization to assemble a reporting of significant event notice;
- Assist in assembling the reporting of significant notice into a final form; and
- Submit or confirm submission of the reporting of significant notices through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport.

CONSULTANT WILL USE ITS BEST EFFORTS TO MONITOR THE MARKET FOR RATING CHANGES AFFECTING ANY OF THE DEBT OBLIGATIONS BUT WILL NOT GIVE ASSURANCE OF ITS ABILITY TO ASCERTAIN ANY RATING CHANGE AND WILL NOT BE HELD LIABLE FOR RATING CHANGES WITH RESPECT TO ANY OF THE DEBT OBLIGATIONS WHICH ARE NOT REPORTED.

4. Termination of Reporting Obligation

The Consultant will assist the City in connection with the preparation and filing of termination of reporting obligation notice as necessary in connection with the full redemption of any Debt Obligations. Such services shall include, but not limited to:

- Assist in assembling the termination of reporting obligation notice into a final form; and
- Submit or confirm submission of the termination of reporting obligation notice through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport.

5. Continuing Disclosure Compliance Review Services

The Consultant scope of services for continuing disclosure compliance review services:

1. Identify all of the debt issuances of the City (the "Transactions") outstanding during the last five fiscal years (the "Continuing Disclosure Filing Cycles") with continuing disclosure reporting requirements.
2. Obtain electronic copies of the Official Statements for all the Transactions.
3. Identify and review continuing disclosure requirements and only rating change event notices (including ratings of the City, bond insurers and credit facility providers), for each of the Transactions.
4. Research and locate continuing disclosure filings made during Continuing Disclosure Filing Cycles based on the following data sources:
 - a. MSRB – EMMA,
 - b. Bloomberg LP,
 - c. DisclosureUSA, or
 - d. Interactive Data.
5. For each Transaction, enter information into a worksheet identifying the submittal date of the continuing disclosure filings and the content requirements of the continuing disclosure filings.
6. Prepare a report (the "Report"):
7. Outline our findings from each worksheet.
8. For each rated Transaction, provide a chronological history of all rating changes (including ratings of the City, bond insurers and credit facility providers), whether an event notice was submitted for such rating change and how many days after such event was a notice submitted.
9. Provide suggestive make-up filings with regards to continuing disclosure annual reports and/or event notices limited to rating changes (including the City and bond insurer).
10. Participate in discussions with the City and others regarding the Report.
11. Assist in drafting any required make-up continuing disclosure filings and notices.

6. Additional Services

The City may, with the concurrence of the Consultant, expand this Agreement to include any additional services not specifically identified within the terms of this Agreement. Any additional services may be described in an addendum to this Exhibit B and are subject to fees to be negotiated outside of this Agreement.

EXHIBIT "C"

**EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT FOR
CONTINUING DISCLOSURE CONSULTING SERVICES
BY AND BETWEEN
CITY OF ROSEVILLE
AND
APPLIED BEST PRACTICES, LLC**

Fees

For services referenced in Sections 1 through 4 of Exhibit B of this Agreement, the Consultant will be compensated at the hourly rates not to exceed a maximum of \$8,000 per year.

For services referenced in Section 5 of Exhibit B of this Agreement, the Consultant will be compensated at the hourly rates not to exceed a maximum of \$7,500 per year.

For services referenced in Section 6 of Exhibit B of this Agreement, the Consultant will be compensated at the hourly rates set forth below.

The table below reflects the rates in effect as of the date of execution of this Agreement.

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officer.....	\$300.00
Principals	\$290.00
Senior Vice President	\$275.00
Vice Presidents.....	\$225.00
Assistant Vice President	\$195.00
Senior Associate.....	\$150.00
Associate	\$125.00
Analyst.....	\$85.00
Administrative Assistants	\$65.00
Clerical	\$35.00

Expenses

Expenses will be billed for separately and will cover, among other things, financial, demographic and/or tax data, from outside vendors, travel, over-night courier, computer, and fax transmission charges. Advances made on behalf of the City for costs of preparing, printing, or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City upon prior authorization.



COUNCIL COMMUNICATION

6717

City Clerk Use Only

DATE:	February 21, 2015
TITLE:	Street Closure Request in the Downtown area for Giving Back Bash Concert 3 and Street Fair
CONTACT:	Jamie Hazen, 774-5978, jhazen@roseville.ca.us

Meeting Date: Mar 18, 2015

SUMMARY RECOMMENDATION

Staff is requesting the City Council adopt the resolution authorizing the City Manager to sign the agreement with Justin Jones of In2Win Records, a General Partnership, for Special Events and Temporary Street Closures and approve the following for Saturday, April 4, 2015:

- Closure of Vernon Street between Lincoln Street and Taylor Street.
- Closure of South Grant Street between Oak Street and Atlantic Street.
- Closure of East Washington Boulevard.

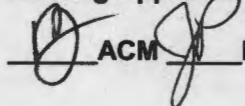

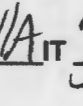



The requested street closures will be in effect 7:30 a.m. – 10:00 p.m. At the conclusion of the event, the street closure on the 400 block of Vernon Street will be modified to allow participants to exit on to Vernon Street.

These approvals are contingent upon the applicant submitting proof of insurance that meet the City of Roseville's requirements and have been approved by Risk Management staff. The street closures will ensure the event is a safe, traffic free environment for all attendees.


BACKGROUND

Justin Jones of In2Win Records has submitted a special event application to coordinate the event Giving Back Bash 3 in the Vernon Street Town Square, Grant Street and the 200, 300 and a small portion of the 400 blocks of Vernon Street. Mr. Jones has attended the Downtown Roseville Merchants (DRM) Association monthly meeting to propose his event. In addition, staff from Public Works, Police, Fire, Parks, Recreation & Libraries and Economic Development and a representative from the DRM board had an onsite meeting to discuss logistics, parking, street closures, security and notifications. This is the third Giving Back Bash In2Win Records has produced. The first was in 2013 at Roller King Skating Rink in Roseville and the second was in 2014 at Orangevale Park.

Routing Approval:

AGENDA ITEM

6.14 

The event intends to feature a concert from a well-known Country artist in the Vernon Street Town Square, a car show, corn hole tournament and business vendors. The concert will be a ticketed event; however, the street fair will be free to attend. Food and beverages can be purchased from restaurants and shops on Vernon Street. There will not be any alcohol sales other than the authorized restaurants and bars, and alcohol is to remain within the establishment. The actual event time is scheduled for 11:00 a.m. to 7:00 p.m. with the concert from 4:00 – 7:00 p.m. This applicant hopes to attract up to 3,500 attendees for the concert and street fair with the concert tickets capped at 2,500. The Fire Department will have an inspector onsite during the entire concert event. Holding this event in the Downtown also supports the Council's goal to create a vibrant downtown.

FISCAL IMPACT

There will be no fiscal impact to City budgets for this event. The applicant will reimburse the City for staff time and resources.

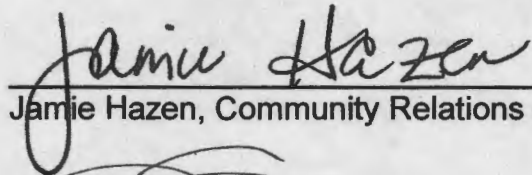
ECONOMIC DEVELOPMENT/JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

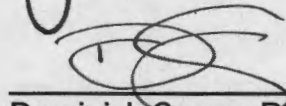
ENVIRONMENTAL REVIEW

To safely accommodate the event requires temporary street closures. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA.

Respectfully submitted,

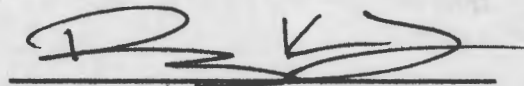


Jamie Hazen, Community Relations Analyst



Dominick Casey, Parks, Recreation & Libraries Director

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-90

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
IN2WIN RECORDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
the Giving Back Bash 3 Event, by and between the City of Roseville and In2Win Records, has
been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said amendment is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: Giving Back Bash 3

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and In2Win
Records, a general partnership ("PROMOTER"), and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the
Giving Back Bash 3 Concert ("Event") to be held on Saturday, April 4, 2015; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville
Municipal Code.
2. The following streets may be closed to traffic between 7:30 a.m. and 10:00
p.m. on Saturday, April 4, 2015.
 - a. Vernon Street, between Lincoln and Taylor Streets; and
 - b. Grant Street, between Oak and Atlantic Streets; and
 - c. East Washington Boulevard.
3. Adequate barriers and warning signs, as requested by the Public Works
Director/City Engineer, shall be placed by City personnel at all street entrances and alleys
leading into the closed area. No markings of any kind will be permitted on the street, street
lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 10:00 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

9. No alcoholic beverages shall be sold on City streets or property.

10. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

12. **PROMOTER shall obtain security services for the Event. In the event PROMOTER desires to retain Roseville Police Officers (instead of a private security provider) for provision of security for the Event, PROMOTER shall, prior to the Event, enter into a Supplemental Law Enforcement Services Agreement with CITY.**

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and PROMOTER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

IN2WIN RECORDS, a general
partnership

BY: _____
RAY KERRIDGE
City Manager

BY: Justin Jona
its: CEO

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: Robert R. Schmitt
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Dominick Casey
DOMINICK CASEY
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

6696

City Clerk Use Only

DATE: February 17, 2015

TITLE: Housing Element Annual Progress Report
Calendar Year 2014

CONTACT: Trisha Isom, Housing Analyst
(916) 746-1239 tisom@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Adopt the attached resolution approving the Housing Element Annual Progress Report for Calendar Year 2014

BACKGROUND

After the General Plan's Housing Element of a jurisdiction has been adopted, Section 65400 (b) of the California Government Code requires the jurisdiction to provide an annual report to their legislative body, and the State Offices of OPR and HCD on the status of the plan and progress in its implementation. The report must detail progress in meeting the City's share of regional housing needs determined pursuant to California Government Code Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to California Government Code 65583(c)(3).

On June 19, 2013, the City Council adopted the 2013-2021 Housing Element. HCD subsequently confirmed the updated Housing Element was in compliance with State Housing Element Law on August 22, 2013. The 2014 Housing Element update covers the City's housing policies, goals and objectives for the eight year planning period of 2013 through 2021.

The Sacramento Area Council of Governments (SACOG) determines the Regional Housing Needs Allocation (RHNA) for the six county region including the City of Roseville, in accordance with State law. The RHNA allocates to each local jurisdiction its fair share requirement for meeting the area's housing needs in all income categories for the years 2013 through 2021. The City's fair share housing need as determined by SACOG is 8,478 dwelling units comprised as follows in terms of income groups: 2,268 for very low income families (of which 1,134 is reserved for extremely low income families); 1,590 units for low income families; 1,577 units for moderate and 3,043 units for above moderate income families over the planning period.

Explanation of Planning versus Production

It is important to note that the Regional Housing Needs Allocation (RHNA) numbers allocated to jurisdictions by SACOG are used for planning purposes only. Each jurisdiction, during the 5 – 7.5 year planning periods for Housing Elements must adequately "plan" for housing sites and

Routing Approval:

ACM JP FIN N/A IT BS ATTY

AGENDA ITEM

6.15

densities, through zoning to ensure that there are enough sites within its jurisdiction to accommodate the various income categories assigned as having a "need" within the jurisdiction. Per HCD, the very low and low income housing units are presumed to require high density (20-30 units/acre) sites to accommodate the creation of these units.

Very few, if any jurisdictions actually meet their RHNA, due to limited funding sources for development of affordable housing units. Therefore, the RHNA is identified as a planning number versus a production requirement for each jurisdiction. In addition, the City of Roseville is at a disadvantage in that the methodology for assigning very low and low income units is based on Census Data, which shows smaller percentages of lower income households in our community in comparison to other communities in the six-county region. As a result, SACOG has assigned our jurisdiction with a high lower-income housing allocation, to "balance out" the region's income levels, through the planning process.

Eligibility for State Administered Grant Programs

With the submission of the 2014 Housing Element Annual Progress Report to the State of California by April 1, 2015, the City of Roseville maintains its eligibility to receive State administered grant funds, such as the Housing-Related Parks Program, and the CalHome Program, which funds Owner Occupied Housing Rehabilitation. The HOME Program, which funds our First Time Home Buyer and Owner Occupied Housing Rehabilitation Programs, also assigns additional points in the competitive application process for jurisdictions with a Housing Element deemed in compliance with state housing law as verified by HCD.

SUMMARY

The attached Housing Element Annual Progress Report identifies housing activity and progress in meeting the Regional Housing Needs Allocation during the 2014 calendar year. There were 9 very low-income and 14 low-income affordable multi-family units produced in calendar year 2014. This was the first development of new affordable rental units since 2009. There were 771 moderate and above moderate income housing units produced during the year. It is expected that with the City's existing residential inventory and pending applications, the City will have adequate sites available to meet its total fair share housing allocation of 8,478 units, including very low and low housing units, during the planning period covered by the Housing Element (2013-2021).

FISCAL IMPACT

The staff cost of developing the 2014 Housing Element Annual Progress Report was accounted for in the 14/15 adopted budget.

ECONOMIC DEVELOPMENT/JOB'S CREATED

The Housing Element Annual Progress Report does not promote or create jobs but it does provide an important service by reporting on the development of affordable housing in our community. Affordable housing is an essential component to the foundation of our community's economic stability.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Housing Element Annual Progress Report does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully submitted,



Trisha Isom
Housing Analyst



Chris Robles
Economic Development Director

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-91

HOUSING ELEMENT ANNUAL PROGRESS REPORT
(Calendar Year 2014)

WHEREAS, on June 19, 2013, the City Council approved the General Plan's Housing Element update, which was an eight-year document (2013-2021); and

WHEREAS, Section 65400 of the Government Code of the State of California requires an annual report to the City Council, the State Office of Planning and Research and the California Department of Housing and Community Development; and

WHEREAS, the City Council has reviewed the Housing Element Annual Progress Report (Calendar Year 2014);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves the Housing Element Annual Progress Report (Calendar Year 2014).

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	<u>ROSEVILLE</u>
Reporting Period	<u>01/01/2014</u> - <u>12/31/2014</u>

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the "Final" button and clicking the "Submit" button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor's Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

(CCR Title 25 §6202)

ROSEVILLE

01/01/2014

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information										Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8	
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.	
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate Income			See Instructions	See Instructions		
Pearl Creek Apartments	5+	Renter	9	14	201	0	224	0		Affordable Rental Housing Agreement	There are restricted initial rents and rent increases and the complex is monitored annually.	
(9) Total of Moderate and Above Moderate from Table A3												
(10) Total by Income Table A/A3			9	14	438	333						
(11) Total Extremely Low-Income			0									
* Note: These field are voluntary												

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction ROSEVILLE
 Reporting Period 01/01/2014 - 12/31/2014

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				TOTAL UNITS
	Extremely Low- Income	Very Low- Income	Low- Income		
(1) Rehabilitation Activity	0	0	0	0	0
(2) Preservation of Units At-Risk	0	0	0	0	0
(3) Acquisition of Units	0	0	0	0	0
(5) Total Units by Income	0	0	0	0	0

(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction ROSEVILLE

Reporting Period 01/01/2014 - 12/31/2014

Table A3

Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	237	0	201	0	0	438	0
No. of Units Permitted for Above Moderate	333	0	0	0	0	333	0

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction ROSEVILLE
 Reporting Period 01/01/2014 - 12/31/2014

Table B
Regional Housing Needs Allocation Progress
 Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		RHNA Allocation by Income Level										Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed	0	9	0	0	0	0	0	0	0		9	2259
	Restricted Non-Restricted	0	0	0	0	0	0	0	0	0			
Low	Deed	0	14	0	0	0	0	0	0	0		14	1576
	Restricted Non-Restricted	0	0	0	0	0	0	0	0	0			
Moderate		142	438	0	0	0	0	0	0	0		580	997
Above Moderate		384	333	0	0	0	0	0	0	0		717	2326
Total RHNA by COG. Enter allocation number:		526	794	0	0	0	0	0	0	0		1320	7158
Total Units		> > > > > > > > > > >											
Remaining Need for RHNA Period		> > > > > > > > > > >											

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction ROSEVILLE

Reporting Period 01/01/2014 - 12/31/2014

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)		Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation	
Zoning Ordinance	Provide opportunities for affordable housing	2015	Current	
Downtown Specific Plan - Under Utilized Parcels	Continue to implement Downtown Specific Plan to support opportunities for infill development including high density and affordable housing.	Ongoing	Adopted April 1, 2009	
Density Bonus	Increase opportunities for higher density	Ongoing	Current	

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	ROSEVILLE
Reporting Period	01/01/2014 - 12/31/2014

General Comments:

Roseville's 2008-2013 Regional Housing Needs Allocation was met so Roseville is not required to identify government constraints for the 2013 - 2021 Housing Element. City of Roseville is a Charter City and General Plan annual updates are not required.



COUNCIL COMMUNICATION

6718

City Clerk Use Only

DATE: 2/25/15**TITLE:** Al Johnson Wildlife Area – Agricultural License Agreement**CONTACT:** Brian Castelluccio, Open Space Superintendent

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends to City Council:

Adopt the attached resolution to authorize the City manager to execute the attached Agricultural License Agreement for farming on a portion of the Al Johnson Wildlife property between the City of Roseville and Auburn Ravine Ranch Inc., for a period of five years.

BACKGROUND

The City of Roseville owns 407.3 acres of agricultural property at 8100 Philips Road within Placer County, which is part of the Al Johnson Wildlife Area. The City purchased the property in 2003 as part of assembling several properties for future development of the Pleasant Grove Retention Basin Flood Control Project. The Flood Control project is funded by the Pleasant Grove Drainage Fee which is collected from all development within the Pleasant Grove drainage shed. Due to the development slow down, construction of the retention basin currently isn't expected until at least the year 2020. During the interim period the staff recommends that the City continue the agricultural activity via execution of a License Agreement with the selected farmer.

Beginning in 2009 the City signed an agricultural license agreement with Auburn Ravine Ranch Inc. and B & B Livestock to farm 248.8 acres of rice land and 123.34 of dry crop land and maintain the property. Dry crop land can may be harvested or grazed. With the expiration of this license agreement, the City developed a Request for Proposal to continue farming the property. Auburn Ravine Ranch Inc. and B & B Livestock were selected to continue rice farming operations on the rice land acreage and utilize dry land for dry crop or grazing. The land will be disked each year following grazing or crop harvest. There is no fee for the dry crop land, in lieu; the tenant performs maintenance on the site. Licensee will also have the option at its sole cost, and with written consent by the City, to convert some or all of the 123.34 acres of dry crop land into rice crop fields. The licensee is responsible to maintain City owned wells, irrigation pumps and gear heads up to \$2500 per occurrence. Staff estimates that there will be a minimal City contribution for repair and maintenance of this equipment. Auburn Ravine Ranch Inc. and B & B Livestock have proven to be a collaborative partner and good steward of the land and resources.

Routing Approval:

ACM *[Signature]* FIN *N/A* IT *[Signature]* ATTY

AGENDA ITEM

6.16 *[Signature]*

FISCAL IMPACT

The agreement will generate revenue to help maintain the property during the interim period until construction of the Retention Basin can occur. The annual license fee to be paid by Auburn Ravine Ranch Inc. to the City of Roseville is \$250.00 per acre for the 248.88 acres of rice fields for an annual total of \$62,220.00.

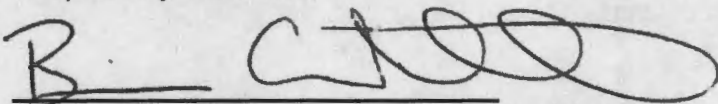
ECONOMIC DEVELOPMENT/JOBS CREATED

Auburn Ravine Ranch Inc. and B & B Livestock are local Placer County businesses and hire staff locally.

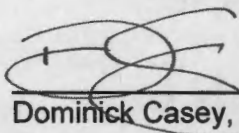
ENVIRONMENTAL REVIEW

The proposed project involves licensing of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully submitted,

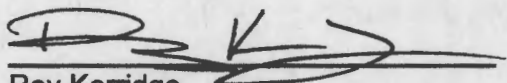


Brian Castelluccio, Open Space Superintendent



Dominick Casey, Director of Parks, Recreation & Libraries

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-92

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE,
AUBURN RAVINE RANCH, INC., AND B&B LIVESTOCK, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement regarding an agricultural license to farm rice, by and between
the City of Roseville, Auburn Ravine Ranch, Inc., and B&B Livestock, has been reviewed by the
City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGRICULTURAL LICENSE TO FARM RICE

THIS AGRICULTURAL LICENSE ("License") is made and entered into this ____ day of _____, 20 __, by and between the City of Roseville, a municipal corporation ("CITY"), and Auburn Ravine Ranch, Inc., a California corporation and B & B Livestock, a California general partnership ("LICENSEE").

W I T N E S S E T H:

WHEREAS, CITY is the owner of 407.3 acres of real property currently located within the County of Placer; and

WHEREAS, CITY desires to actively farm at least 248.88 acres of such property in the production of rice crops; and

WHEREAS, the farming of rice crops at the property will likely contribute to agricultural productivity for the region; and

WHEREAS, increasing agricultural productivity for the term of this License will assist in minimizing unavoidable impacts identified in the 2004 West Roseville Specific Plan Final EIR as a consequence of the continuing conversion of said agricultural land to developed uses.

NOW, THEREFORE, the parties agree as follows:

1. Subject Property. CITY hereby grants, and LICENSEE hereby accepts, a non-exclusive, non-transferable license to farm all that certain real property situated in the County of Placer, State of California, currently known as APN 017-010-033 and APN 017-090-054, as

described on Exhibit "A" attached hereto and by reference made a part hereof ("Subject Property"), excepting the 11.58 acres (APN 017-090-055) as shown on Exhibit "B," attached hereto and by reference made a part hereof ("Plunkett Parcel") which the CITY possesses a remainder interest in. The Licensed property includes such irrigation pipes, wells, pumps, gear heads, and other appurtenances as currently exist on the Subject Property.

2. Delivery and Use of the Subject Property. Delivery of the Subject Property shall be deemed to have occurred by the Parties on the effective date of this License, and LICENSEE accepts such Subject Property by execution of this License in an "AS-IS" condition. The Subject Property is licensed to LICENSEE for the sole purpose of planting and harvesting crops and for the grazing of livestock in accordance with LICENSEE's proposal dated December 10, 2014 which is attached hereto as Exhibit "C" and incorporated herein by this reference. LICENSEE shall not use or permit the use of the Subject Property, or any part thereof, for any other purpose including residential occupancy. Specifically, LICENSEE agrees to use the Subject Property to annually farm: (1) 248.88 acres of rice, or such other crop as agreed to by CITY in writing, which acres are as outlined in red on Exhibit "D" attached hereto and incorporated herein by this reference; and (2) 123.34 acres of a dry crop as agreed to by CITY in writing, which acres are as outlined in green on Exhibit "D." Such dry land crops may be harvested by mechanical methods or by grazing livestock provided that LICENSEE pay all costs associated with such harvesting including, but not limited to, costs related to installing and maintaining fences for grazing. LICENSEE shall also have the option at its sole cost, and with CITY's written consent, to convert some or all of the 123.34 acres of dry crop fields into rice crop fields. In lieu of farming the fields, LICENSEE has the option of annually disking (and installing fire breaks if needed) the 372.22 acres at LICENSEE's sole cost.

LICENSEE shall not use or permit to be used any part of the Subject Property for any other purpose other than the purposes for which the Subject Property is licensed. No farming or work of any type may be performed in the riparian zone. All operations incident to this use of the Subject Property shall be carried on according to the best course of husbandry practiced in the vicinity.

3. Disclaimer of Warranty. CITY makes no warranty of the soil or water, or suitability for growing the crops LICENSEE is authorized to grow under this License. CITY also makes no warranty as to the supply of water necessary for growing the crops.

4. Existing Rights. This License is subject to:

a. All existing easements, servitudes, licenses and rights of way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines, and other purposes, whether recorded or not.

b. The rights of other lessees under any existing or future oil, gas and mineral lease or leases from CITY affecting the entire or any portion of the Subject Property, whether recorded or not.

c. The rights granted by CITY in any hunting or fishing lease or license.

5. Term. The term of this License shall commence on February 19, 2015 and expire on December 31, 2019, or upon completion of the rice harvest in 2019 whichever date is later, but shall be subject to earlier termination as hereinafter set forth.

6. Annual License Fee. The annual license fee payable by LICENSEE shall be \$250.00 per acre for the 248.88 acres of rice fields for an annual total of \$62,220.00. There is no license fee for use of the 123.34 acres of dry crop fields. There shall also be no license fee for the 123.34 acres even if LICENSEE exercises its option to convert some or all of the 123.34 dry

crop acres to rice crop fields. The license fee shall be paid in two installments, with the first installment of \$31,110.00 due June 10th of every year and a second installment of \$31,110.00 due December 1st of every year. The last payment shall be due on December 1, 2019.

7. Subsidy. CITY agrees that LICENSEE and LICENSEE's immediate family members, as the at risk farmers, are entitled to the entire FSA subsidy payments or other governmental farm subsidy benefits in whatever form attributable to the crops grown upon the licensed premises. Under no circumstances shall any available FSA subsidy payment attributable to the Subject Property be assigned to any third party. CITY and LICENSEE understand that the full details and character of the FSA or other governmental or marketing organization program in regard to the raising of crops upon the licensed premises is not known or certain and CITY makes no warranty as to any FSA subsidy amounts or their availability. CITY and LICENSEE further understand that there may be changes in those programs during the term of this License and agree that such changes will not affect the terms of this License.

8. Payment of Costs and Expenses. LICENSEE agrees to pay all costs and expenses related to LICENSEE's farming of the Subject Property. The costs and expenses of farming include, but are not limited to, the costs of water, fuel, electricity, other utility fees, equipment, fertilizers, herbicides and pesticides utilized upon the crops grown on the Subject Property, and repair and maintenance of the wells, well pumps, gear heads, and irrigation pipes up to \$2,500 per occurrence pursuant to Section 10 of this License. LICENSEE shall be billed directly for utilities and shall promptly pay all utility and other charges accruing or payable in connection with LICENSEE's use of the Subject Property during the term of this License when due.

9. Taxes. CITY shall pay all applicable real property taxes and assessments levied upon the Subject Property. LICENSEE understands that its license in the Subject Property may

be subject to a possible possessory interest tax that the CITY or Placer County may impose, and that such tax payment shall not reduce any sum due the CITY hereunder, and that any such tax shall be the sole liability and responsibility of LICENSEE.

10. Water Supply. It shall be LICENSEE's obligation to arrange for water supplies. LICENSEE accepts the risk of water shortages and the costs and damages arising therefrom. LICENSEE shall be permitted to utilize, during the term of this License, CITY's wells, well pumps, gear heads, and irrigation pipes for the purpose of growing crops or grazing livestock as authorized by this License. LICENSEE shall, at its sole cost, supply, maintain and repair any rice boxes and any engines, drive lines and fuel tanks necessary to operate the well pumps. LICENSEE agrees to maintain and repair the entire water system, including, but not limited to, the CITY owned wells, well pumps, gear heads, and irrigation pipes. LICENSEE shall be responsible for paying the first \$2,500 of costs per occurrence towards the repair or maintenance of CITY owned wells, well pumps, gear heads, and irrigation pipes. CITY shall be responsible for repair and maintenance costs related to the wells, well pumps, gear heads, and irrigation pipes in excess of \$2,500 per occurrence, provided, however, that any repairs or maintenance necessitated or caused by the intentional or negligent acts of the LICENSEE, or the LICENSEE's failure to maintain and service the wells, well pumps, gear heads, and irrigation pipes, shall be at the sole cost and expense of the LICENSEE.

Prior to performing any maintenance or repair work exceeding \$2,500 to the CITY owned wells, well pumps, gear heads, or irrigation pipes, LICENSEE shall supply to CITY a written description of such work and an estimate of the costs. LICENSEE must obtain CITY's written consent prior to commencing work. The persons in the CITY authorized to give LICENSEE written consent to commence work are as follows: the City Manager, the City Manager's

designee, the Parks and Recreation Director, or the Open Space Superintendent. LICENSEE shall be responsible for paying the entire costs of such maintenance or repair work and may deduct such expenses out of the next required license fee payment. In the event LICENSEE makes such an expenditure after all license fee payments required under this License have been paid, CITY shall reimburse LICENSEE within thirty (30) days after receipt of an invoice.

11. Maintenance of Property. LICENSEE shall care for both the Subject Property and the approaches to the Subject Property, including but not limited to, all fences, wells, pumps, gear heads, irrigation pipes, ditches, sumps, and roadways and is required to maintain such property in the same order and condition in which received, ordinary wear and tear excepted. LICENSEE is prohibited from performing any maintenance in the riparian zone and is prohibited from trimming, pruning or removing any trees without the CITY's written consent and without complying with any applicable City of Roseville or Placer County ordinances. CITY is prohibited from requiring LICENSEE to trim, prune or remove any trees in violation of any applicable City of Roseville or Placer County ordinances.

12. Rice Straw. LICENSEE shall be responsible for incorporating or burning the rice straw left after harvest provided, however, that LICENSEE shall not burn the rice straw without first obtaining a permit from the Placer County Air Pollution Control District. All agricultural burning shall be carried out consistent with the rules, regulations and permit requirements of the Placer County Air Pollution Control District.

13. Hunting Rights. CITY retains all hunting and fishing rights and CITY shall have the right to enter the Subject Property for such purposes.

14. Uses Prohibited. LICENSEE shall not commit or suffer to be committed any waste or nuisance upon the Subject Property or do any other act or thing which may be prohibited

by applicable law, regulation or ordinance. LICENSEE shall not erect signs on the Subject Property without the approval of CITY, which approval may be withheld in the sole discretion of CITY, unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. In addition, LICENSEE may not engage in any act that could disturb the quiet enjoyment of CITY or any other licensee or tenant of CITY on reserved or adjacent property.

This License shall further not extend to any exploration or extraction of any oil, gas or other mineral deposits from such Subject Property. CITY specifically reserves the right to explore for oil, gas or other minerals upon the Subject Property, so long as such exploration is done in such a fashion that it will not unreasonably interfere with the use of such Subject Property by LICENSEE for farming. If it shall be necessary for CITY to dislocate LICENSEE to permit such exploration or development, CITY may do so by paying to LICENSEE the reasonable net income value to LICENSEE which LICENSEE could reasonably expect to receive for the lands occupied and utilized by CITY or its agent for mineral development by CITY for the term of the occupation during the License term.

15. Alterations or Improvements. Except for alterations or improvements related to drainage, irrigation pipes and rice boxes, LICENSEE is prohibited from making any alterations or improvements to the Subject Property, or to any trees located on the Subject Property, without the CITY's written consent.

16. Entry Upon Property and Inspection of Records. The CITY and its agents shall have the right to enter the Subject Property at all reasonable times to perform geological, engineering, and other studies and surveys, for the purpose of inspecting the LICENSEE's

farming operations, and for all other lawful purposes. LICENSEE shall make and keep pertinent records of all operations and conduct under this License and shall make them available to CITY and CITY's agents and assigns at all reasonable times for inspection.

17. Quota and History. During the term of this License and any extensions of this License, LICENSEE shall have the sole and exclusive right to utilize and enjoy without further charge or expense any production quota or marketing quota or history of any nature owned or possessed by CITY upon the subject licensed premises under the terms of this License. The Parties agree to execute any necessary documents without charge and to reasonably cooperate to provide for the execution of such documents with the agencies or entities administering the enforcement of quotas or production history so as to implement the terms of this License.

18. Abandonment. LICENSEE shall not vacate or abandon the Subject Property at any time during the term hereof. If LICENSEE does abandon, vacate, or surrender the Subject Property, or if LICENSEE is dispossessed by process of law, or otherwise, any personal property belonging to LICENSEE and left on the Subject Property shall be kept for a reasonable time by CITY, but in no event longer than fifteen (15) days after CITY gives LICENSEE notice to remove that property from the Subject Property, after which time, if it has not been claimed by LICENSEE, it may be treated by CITY as abandoned.

19. Liens. LICENSEE shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by LICENSEE and shall hold CITY harmless from and against any liability, including attorney's fees and costs, of any lien filed on account of any such work or improvement performed or caused to be performed by LICENSEE.

20. Crop Mortgage. All crop mortgages, encumbrances or liens given or suffered by LICENSEE on its share of the crops grown on the Subject Property shall be for terms or periods

not extending beyond the term of this License. All liens created by LICENSEE must be satisfied of record by it before the end of the term. If a mortgage or lien creates a cloud on CITY's title, LICENSEE must pay all reasonable costs and expenses, including attorneys' fees, required for removal of the cloud, either before or after the termination of this License. No crop mortgage or lien given or suffered by LICENSEE shall affect the license fee required to be paid under this License.

21. Indemnification. This License is made upon the express condition that CITY shall be kept free from all liability and claim for damages or other relief by reason of injury to any person or persons, including death, or property of any kind regardless of to whom it belongs, while in, upon or in any way connected with the Subject Property and/or exercise of rights and obligations under this License during the term of this License or any occupancy under it. LICENSEE hereby covenants and agrees to defend, indemnify, save and hold harmless CITY and its officers, agents, employees, and volunteers from any and all liability, loss, cost or obligation on account of or arising out of any such injuries or losses, however occurring. The Parties agree that this indemnity is intended to be construed as broadly as permitted under the law.

LICENSEE's responsibility for such defense and indemnity obligations shall survive the termination or completion of this License for the full period of time allowed by law. The defense and indemnity obligations of this License are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this License.

22. Hazardous Materials. LICENSEE shall not permit, use or conduct operations on or at the Subject Property or Plunkett Parcel or manufacture, store, sell, use, dispose of, release, or discharge or permit the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Materials in any manner which violates Environmental Law or which causes there to

be any liability under Environmental Law. LICENSEE shall be solely responsible for and will defend, indemnify and hold CITY, its officers, agents, employees, and volunteers harmless from and against any and all liability, claims, suits, actions, proceedings, damages, costs, and expenses, including, without limitation, attorneys' fees and costs, imposed upon or incurred by LICENSEE arising out of or in connection with a breach of the provisions of this Section or LICENSEE's introduction of Hazardous Materials to the Subject Property or Plunkett Parcel. LICENSEE's obligations under this Section will survive the expiration or prior termination of this License.

In the event that any Hazardous Material is used or released which results in diminution in the value of the Subject Property or the Plunkett Parcel or results in actions by federal, state, county, or local agencies, LICENSEE shall conduct corrective work regardless of whether such actions are directed to CITY or LICENSEE. Corrective work shall mean the removal, relocation, elimination, remediation or encapsulation of chemicals or other materials from all or any portion of the Subject Property or the Plunkett Parcel and to the extent thereby required the reconstruction and rehabilitation of said property pursuant to and in compliance with any requirements set forth by any Federal, State, County or Local agencies, or to reverse any diminution in value of said property that may have occurred.

LICENSEE will promptly notify CITY of: (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Subject Property or Plunkett Parcel; and (ii) all claims made or threatened by any third party against LICENSEE, or any part of the Subject Property or Plunkett Parcel relating to damage, contribution, cost recovery,

compensation, loss or injury resulting from any Hazardous Materials on or about the Subject Property, Plunkett Parcel or any part thereof.

CITY may, from time to time during the term of this License, conduct such environmental assessments or tasks as CITY deems necessary, provided that CITY will give LICENSEE reasonable prior notice of its entry on the Subject Property for such purposes and will cooperate in minimizing any disruption of LICENSEE's use of the Subject Property as a result of such activity.

For purposes of this License, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9628; the Hazardous Materials Transportation Act of 1990, as amended, 49 U.S.C. §§ 5101-5128; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901-6987; any materials or substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article 3-2 of the above Code, as well as any other substances which pose a hazard to health or environment; any herbicides, pesticides or fertilizers which are not shipped, stored, handled, mixed, applied, cleaned up or disposed of in strict compliance with the manufacturer's instructions, and in strict compliance with the applicable regulations established by any federal, state, county or local agency; and material now contained in or that may be added to the list of chemicals known to the state to cause cancer or reproductive toxicity, which is further contained in the State of California Health and Welfare Agency Safe Drinking Water and Toxic Enforcement Act of 1986; any material identified as a hazardous substance, hazardous material and/or infectious waste as

defined in sections 25110, *et seq.* and 25117.5 or 25500 *et seq.* of the Health and Safety Code or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Environmental Law").

23. Insurance. LICENSEE agrees to continuously maintain, in full force and effect, the following policies of insurance during the term of this License.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Commercial General Liability	Bodily Injury: \$1,000,000 each occurrence \$2,000,000 aggregate Property Damage: \$1,000,000 each occurrence Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability including endorsements for owned, hired and nonowned vehicles	Bodily Injury: \$500,000 each occurrence \$1,000,000 aggregate Property Damage: \$100,000 each occurrence
Damage to Rented Premises	\$100,000 each occurrence

LICENSEE shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. LICENSEE shall also provide a separate endorsement form showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of LICENSEE. The coverage shall be

primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. Said certificates shall provide for at least thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this License.

LICENSEE shall furnish a certificate for the period covered by this License. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LICENSEE of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this License or law.

Failure of LICENSEE to maintain such insurance or to indemnify CITY as specified shall be grounds for immediate termination of this License at CITY's option.

24. Default. Anyone of the following constitutes a default and breach of this License by LICENSEE:

- a. LICENSEE defaults in the due and punctual payment of the annual license fee, and such default continues for ten (10) days after written notice from CITY; and if after such written notice any annual license fee is not paid when due, a breach will be considered to have occurred without further notice.
- b. LICENSEE vacates or abandons the Subject Property.
- c. LICENSEE violates the use provisions and use restrictions identified in Sections 2 and 14 of this License.
- d. This License or the Subject Property or any part of the Subject Property are taken upon execution or by other process of law directed against LICENSEE, or are taken upon or subject to any attachment by any creditor of LICENSEE or claimant against LICENSEE, and said attachment is not discharged or disposed of within fifteen (15) days after its levy.

e. Voluntary or involuntary proceedings under any bankruptcy or insolvency law or for reorganization or arrangement under the bankruptcy laws of the United States or insolvency act of any state or for the dissolution of LICENSEE are instituted against LICENSEE, or a receiver or trustee is appointed for all or substantially all of the property of LICENSEE, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

f. LICENSEE purports to assign this License, or sublet or sublicense all or a portion of the Subject Property, in violation of the terms hereof.

g. LICENSEE fails to carry or maintain the policies of insurance and limits of coverage required by Section 23 of this License and/or fails to provide CITY with all required certificates of insurance, endorsements and/or renewals when due under the terms of this License.

h. LICENSEE breaches any of the other agreements, terms, covenants or conditions which this License requires LICENSEE to perform, or breaches any of the other agreements, terms, covenants or conditions restricting LICENSEE's use, and such breach continues for a period of ten (10) days after written notice from CITY to LICENSEE or, if such breach cannot be cured reasonably within such ten (10) day period, if LICENSEE fails to diligently commence to cure such breach within ten (10) days after written notice from CITY and to complete such cure within a reasonable time thereafter.

25. Remedies of CITY on Default. In the event of default by the LICENSEE, CITY may at its sole option terminate this License. Upon any termination for LICENSEE's default, CITY may, after giving forty-eight (48) hours' notice, enter and repossess the Subject Property and all growing and harvested crops thereon shall be and belong to CITY free and clear of any

claim of the LICENSEE. In the event of termination for LICENSEE's default, CITY shall have the option, but not the obligation, to finish growing and harvesting the crops.

26. Surrender. Upon expiration or earlier termination of this License, LICENSEE shall surrender the Subject Property to CITY. Within fifteen (15) days following the expiration or termination of this License, LICENSEE shall remove all of its property and materials from the Subject Property including, but not limited to, the rice boxes and fuel tanks. LICENSEE agrees to leave such land, premises and improvements in as good a condition as such land and improvements existed on the date of acceptance herein, except for normal wear and tear; provided however LICENSEE shall not be responsible for any damage occurring to such Subject Property or improvements arising from acts of God or other natural conditions. If within fifteen (15) days after the expiration or termination of this License, LICENSEE has not removed its property and materials and not restored the Subject Property as required herein, CITY may do so and LICENSEE shall reimburse CITY for all expenses or costs for such removal and restoration upon CITY's written demand. LICENSEE's obligations under this Section shall survive the expiration or other termination of this License.

27. No Holding Over. LICENSEE shall have no right to use or access all or any part of the Subject Property after the expiration of this License.

28. Performance. Time is of the essence of this License. No waiver of any breach of any of the covenants, agreements, obligations, conditions or provisions of this License to be kept or performed by either party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant, agreement, obligation, condition, or provision thereto.

29. Compliance with Laws. No use of the Subject Property shall be made or permitted which is in any manner contrary to any federal, state or local statutes, ordinances, regulations, and other requirements of law in effect during the term of this License.

30. Permit or Waiver for Discharges. During the term of this License, LICENSEE shall maintain from the Central Valley Regional Water Quality Control Board a permit for discharges from irrigated lands. In lieu of a permit, LICENSEE may obtain coverage under either an Individual Discharger Conditional Waiver or a Coalition Group Conditional Waiver.

31. Assignment or Sublicensing. LICENSEE may not assign or sublicense this License and any rights under it, or sublicense the entire or any portion of the Subject Property, and any right or privilege appurtenant to the Subject Property, and permit any other person to occupy or use the entire or any portion of the Subject Property without the written permission of CITY. An assignment or sublicense of this License without CITY's written consent shall be void and shall, at CITY's option, terminate this License.

32. Independent Contractor. LICENSEE shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this License. Furthermore, LICENSEE is prohibited from using CITY's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without CITY's prior written consent.

33. Successors in Interest. This License shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

34. Attorney's Fees; Venue; Governing Law. In the event of any action brought to enforce this License, the prevailing party in such action shall be entitled to recover its reasonable

litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this License shall be brought in Placer County, California, regardless of where else venue may lie. This License shall be governed by and construed in accordance with the laws of the State of California.

35. Notices. Any notices to parties required by this License shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Open Space Superintendent
2005 Hilltop Circle
Roseville, CA 95747

LICENSEE

Bert Lefty
1364 South Dowd Road
Lincoln, CA 95648

Either party may amend its address for notice by giving notice to the other party in writing.

36. Severability. If any provision of this License proves to be illegal, invalid or unenforceable, the remainder of this License will not be affected by such finding, and in lieu of each provision of this License that is illegal, invalid or unenforceable, a provision will be added as a part of this License as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

37. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the Parties and may not be modified or altered except by writing executed by each party hereto. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this License in duplicate by its City Manager and attested to by its City Clerk

under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20 __, and LICENSEE has caused this License to be executed.

CITY OF ROSEVILLE, a
municipal corporation

AUBURN RAVINE RANCH, INC., a
California corporation

BY: _____
RAY KERRIDGE
City Manager

BY: Bonnie B. Ferreira
BONNIE B. FERREIRA
President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Bert Lefty
BERT LEFTY
Vice President

APPROVED AS TO FORM:

B & B LIVESTOCK, a California general
partnership

BY: Robert R. Schmitt
Robert R. Schmitt
City Attorney

BY: Bert Lefty
BERT LEFTY
General Partner/Manager

APPROVED AS TO SUBSTANCE:

BY: Dominick Casey
DOMINICK CASEY
Parks, Recreation and Libraries Director

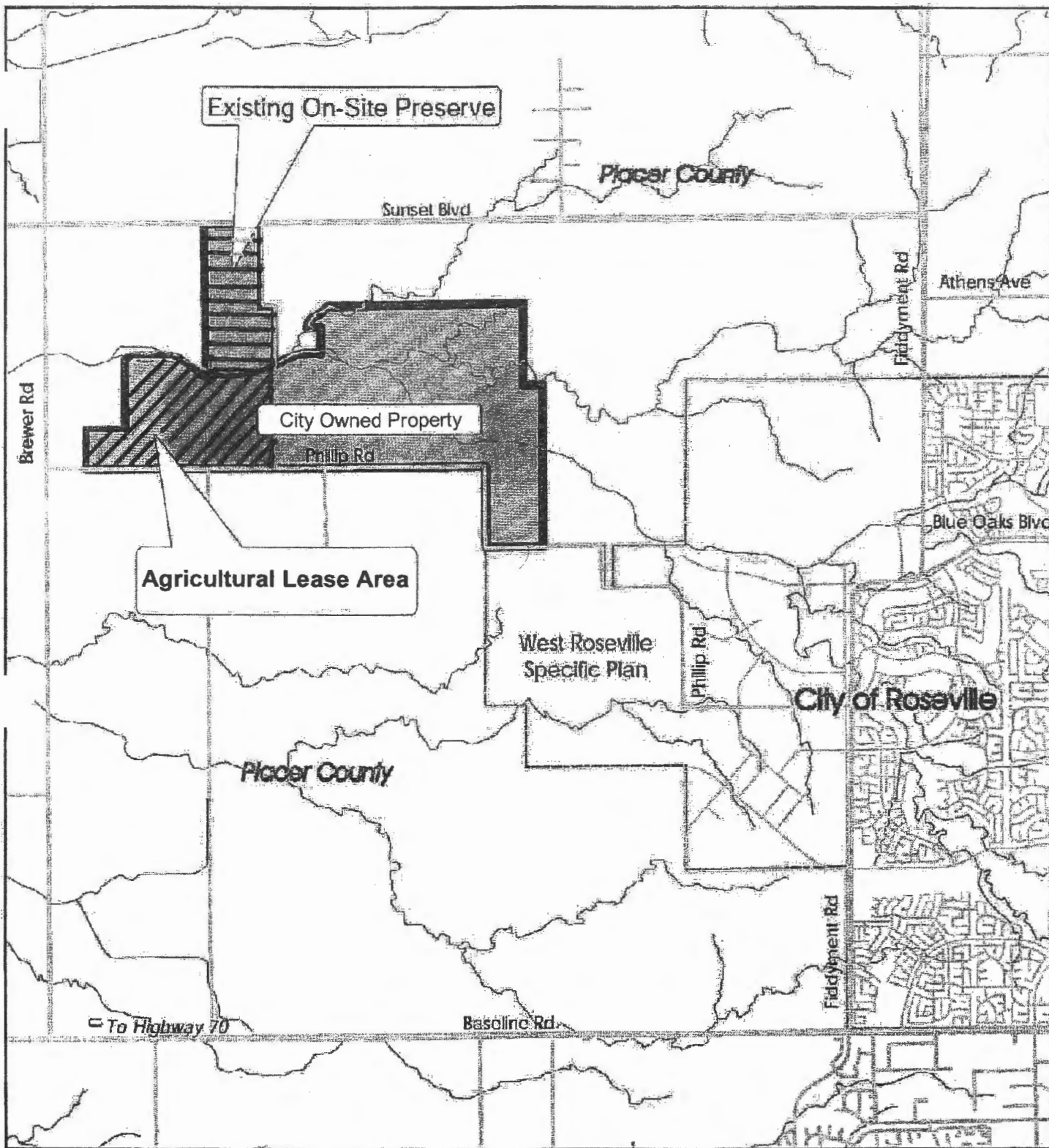
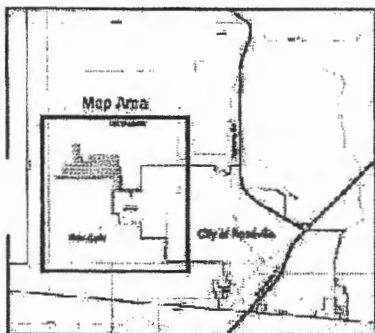
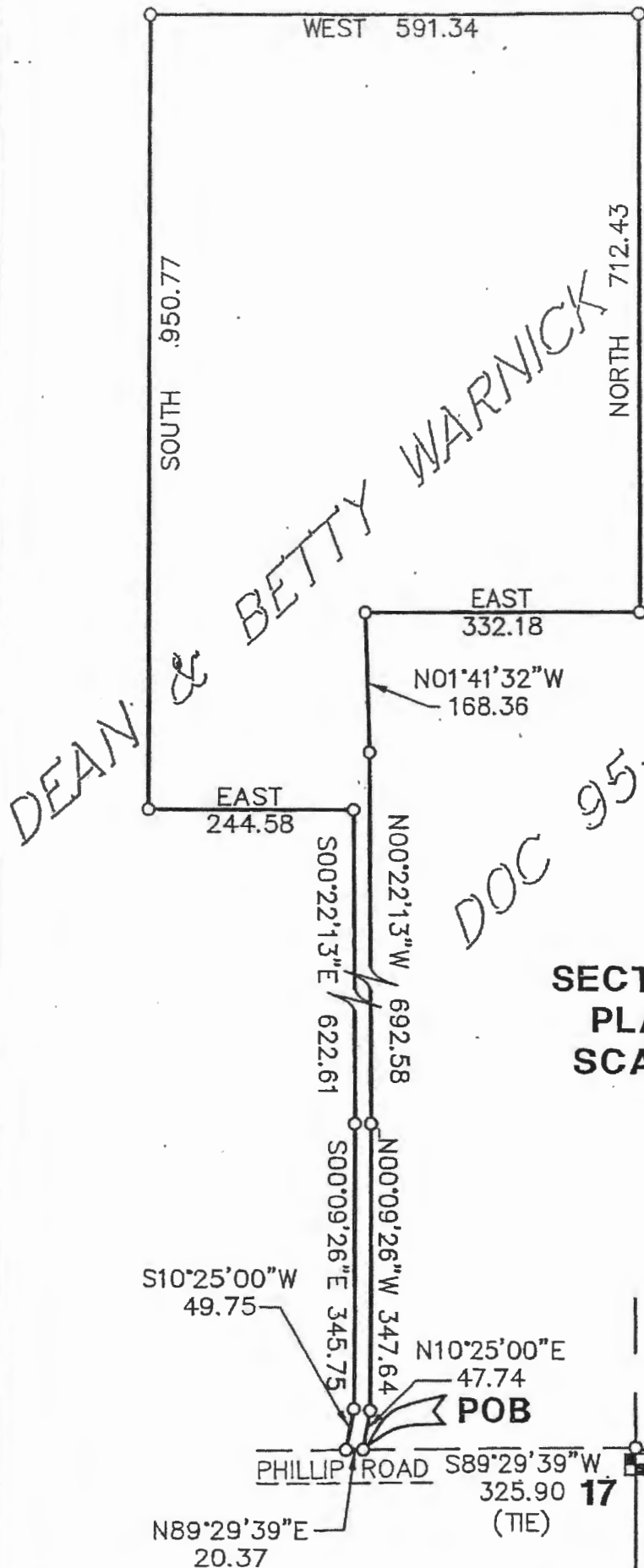


Exhibit A
Property Location Map



CITY OF ROSEVILLE
TRADITION • PRIDE • PROGRESS
ROSEVILLE GIS

Images: Google Maps, aerial, street view, etc.
South document



LEGEND

- QUARTER CORNER
- DIMENSION POINT



Exhibit "B"
LIFE ESTATE
A PORTION OF
SECTION 17, T.11 N., R.5 E., M.D.M.
PLACER COUNTY, CALIFORNIA
SCALE: 1"=200' JULY 23, 2004

ANDREGG
GEOMATICS
 www.andregg.com
 800-400-7072



Exhibit C - Proposal

AB E – Project Plan

We will outline our plans and ideas on how to farm 8100 Phillip Road. In an effort to meet the Project Objectives and Management Goals for the City and the logistical and economical practicality of the License we propose the following:

- Prepare, Plant and Harvest a commercial and/or organic rice crop in Fields outlined in Red on Exhibit “B”, totaling 248.88 ac.
 - Due to the past cultural activities on the land described in this RFP, the only economical commodity is rice production.
 - In the event the rice ground is to be farmed organically, it must go through a transitional period without any commercial inputs. During this time period the city would be compensated at the same rate. The land, at a minimum would be disced, however it may be planted to a cover crop to enhance the soil in preparation of organic farming practices. The transition and organic rice practices will still meet the goals and objectives set forth in the RFP.
- Annually disc the dry land fields outlined in Green on Exhibit “B” totaling 123.34
 - At farmers discretion a winter forage crop (commercial or organic winter wheat and/or vetch) may be planted in the dry land fields and crop may be harvested by mechanical methods or by grazing livestock.

Capital Expenditures

It is customary between landowners and farmers to have an agreement as it pertains to capital expenditures ie. major repairs to wells. We propose the following:

- Licensee will pay the first \$2,500 cost associated with a capital expenditure per event, with the remainder of the fees to be paid by the City. “City shall be responsible for major repair for improvements, provided, however, that any repairs necessitated or caused by the acts of negligence of the Licensee, or the Licensee’s failure to maintain and service the pumps, shall be at the sole cost and expense of the Licensee.” We would propose that those additional dollars be prorated out of the next License payment due. In the event that the License term is to expire the City would reimburse the Licensee directly. This would eliminate the City paying any out of pocket expenses towards the License, with the exception of the last year of the term.
- In the event major repairs are needed, the Licensee will facilitate those repairs with a preapproved and mutually agreed upon company. Due to the sensitivity and timeliness of rice production any repairs will need to be completed immediately. We would be in contact with the City as to the situation and will take necessary actions.
- It is our understanding that these capital expenditures will only apply from the gear head to the bottom of the well.
-

Rice Boxes and Water Control Structures

- Rice boxes and drop boxes/culverts will be supplied, installed and maintained by the Licensee. All materials installed will remain the property of the Licensee.

Term of License Agreement

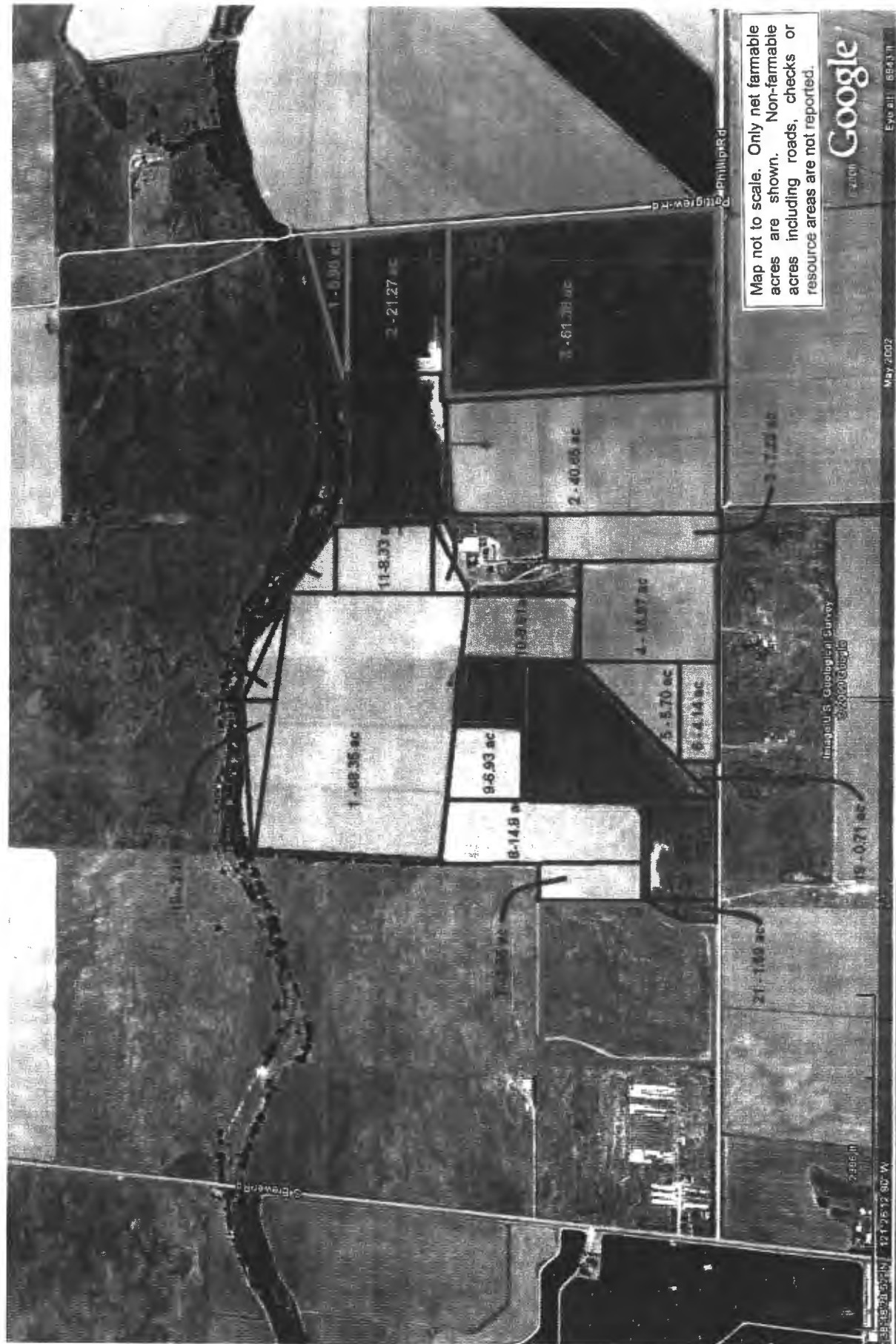
- A five (5) year License, with the current year to begin at signing as outlined in the Tentative Schedule provided in the RFP with commencement to take place upon completion of the rice harvest in 2019.

TAB F – Bid Proposal

Annual Compensation to the City

- This compensation is based on the knowledge contained in the RFP, the site visit and follow up correspondence with the City:
 - Proposed Payment per Acre Rice Ground (248.88ac) - \$250.00/ac. for a total of \$62,220.00. Payment will be made in two installments, June 10th and December 1st of each crop year.
 - Proposed Payment per Acre Dry Land Ground (123.34ac) – in lieu of rent Licensee will disc at a minimum of once each crop year. In the event a fire break is needed, Licensee will install at no cost.

Agricultural Field Acreage Map



1 - 68.35 ac	6 - 4.14 ac	11 - 8.33 ac	16 - 5.45 ac	21 - 1.59 ac
2 - 40.65 ac	7 - 3.65 ac	12 - 1.51 ac	17 - 8.85 ac	22 - 21.00 ac
3 - 7.23 ac	8 - 14.8 ac	13 - 1.66 ac	18 - 12.51 ac	
4 - 15.97 ac	9 - 6.93 ac	14 - 2.31 ac	19 - 0.71 ac	
5 - 5.70 ac	10 - 8.61 ac	15 - 2.18 ac	20 - 6.75 ac	
Total Rice Acreage - 248.88 acres				

1 - 5.96 ac
2 - 21.27 ac
3 - 61.36 ac
4 - 34.75 ac
Other Tillable Acreage - 123.34 acres



COUNCIL COMMUNICATION

6707

City Clerk Use Only

DATE: February 25, 2015
TITLE: Westbrook Project Street Name Changes
CONTACT: Derek Ogden, Associate Planner (774-5276)

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that the City Council approve the proposed street name changes within the Westbrook project area from Mountain Glen Drive to Solaire Drive; and Sierra Trail Drive to Summerfaire Drive.

BACKGROUND

The Westbrook property encompasses approximately 400 acres and is located in the northwest portion of the Sierra Vista Specific Plan (SVSP). The Westbrook Amendment to the SVSP was adopted in June 2012 and approved a mix of land uses including:

- 2,029 dwelling units
- 36.5 acres Community Commercial
- 11.1 acres Public/Quasi-Public (school, sewer lift station, well site)
- 15.5 acres Neighborhood Parks
- 36.6 acres Open Space

In late 2014, the applicant began construction of the backbone utility lines, streets and other critical services to serve the Westbrook area. As part of the marketing effort for the new development, the applicant has chosen to name the plan area "Solaire". In designating this marketing name for the plan area, the applicant would also like to rename two future public streets as listed above and shown in Attachment 1. Portions of these two residential collector streets are under construction, but have not been accepted by the City as complete.

Staff has reviewed the proposed street names against the City's adopted Addressing Guidelines. These guidelines ensure new street names will meet the City's goals of efficient way-finding and to ensure public safety needs are met. The proposed street names (Solaire Dr. and Summerfaire Dr.) will conform to the guidelines.

Given the fact that no physical addresses currently exist for these streets and street signs are not installed, there is expected to be minimal impact to the City's Development Departments in renaming the streets. Staff will need to make administrative updates to the Sierra Vista Specific Plan figures and to one section of the City's General Plan regarding traffic intersections. These updates will be incorporated into future

Routing Approval:

M ACM JP FIN N/A IT RS ATTY

AGENDA ITEM# 6.17

amendments to the General Plan and SVSP. These amendments will be reviewed by the City's Planning Commission and the Council.

FISCAL IMPACT

Costs associated with this request will be paid for by the Westpark development group through the City's indirect billing process. The developer will install all street signs as part of their development project currently under construction.

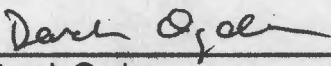
ECONOMIC DEVELOPMENT/JOBS CREATED

This action does not correlate into a quantifiable economic benefit.

ENVIRONMENTAL REVIEW

Approval of the proposed street name changes is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). No CEQA action is required.

Respectfully submitted,

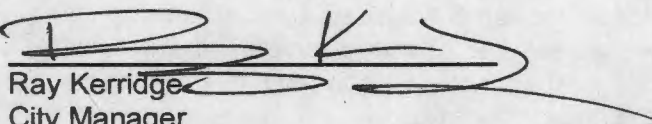


Derek Ogden
Associate Planner



Kevin Payne
Development Services Director

APPROVED:



Ray Kerridge
City Manager

Attachment:

1. Map of Street Name Changes

Exhibit:

- A. Resolution Renaming Streets

RESOLUTION NO. 15-93

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE RENAMING OF STREETS WITHIN THE
WESTBROOK AREA OF THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, staff requests renaming streets within the Westbrook area of the Sierra Vista Specific Plan; and

WHEREAS, the granting of the request will contribute to an orderly system of street names and remove uncertainty among street names,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it formally recognizes and approves the request to rename streets as shown in Attachment "1".

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Westbrook Plan Area - Sierra Vista Specific Plan





COUNCIL COMMUNICATION

#6712

City Clerk Use Only

DATE: February 26, 2015

TITLE: Stonepoint CFD #1 Budget Adjustment FY15

CONTACT: Vanessa Lieberman, Financial Analyst, 774-5189

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

The Finance Department recommends the City Council approve the attached Ordinance authorizing a budget adjustment for Stonepoint CFD #1.

BACKGROUND

In an effort to reduce the tax burden on residential units in Stonepoint CFD#1, Taylor Morrison (landowner/developer) hired Economic & Planning Systems (EPS) to do a bond prepayment analysis on lots 11, 12 and 14. As a result, Taylor Morrison decided to prepay bonds associated with these lots. They delivered a check to the trustee in the amount of \$1,313,000 and requested these bonds will be called on their next maturity date. The remaining \$156,550 will be released from the Stonepoint CFD#1 Reserve Fund. Staff is requesting the budget adjustment to reflect the prepayment expense of the bonds.

FISCAL IMPACT

There is no impact to the City's General Fund. Taylor Morrison delivered the necessary funds to cover all costs associated with the bond call.

ECONOMIC DEVELOPMENT/JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully submitted,

A handwritten signature of Vanessa Lieberman in black ink.

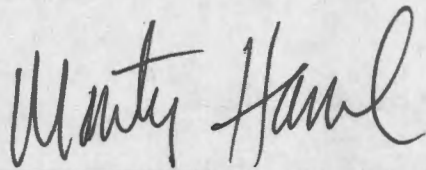
Vanessa Lieberman
Financial Analyst

Routing Approval:

M ACM JP FIN N/A IT RS ATTY

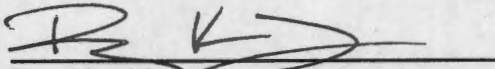
AGENDA ITEM

6.18



Monty Hanks
Finance Director

APPROVED:



Ray Kerridge
City Manager

ORDINANCE NO. 5472

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2014-15, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

<u>From:</u>	<u>To:</u>	
	00752-8100	\$156,550
Reserve Available Fund Balance	Debt Service Principal Payment	
00752-3092	00752-8100	\$1,313,000
Prepaid Special Assessment	Debt Service Principal Payment	

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Vanessa Lieberman

DEPARTMENT/DIVISION*: Finance/Accounting

FISCAL YEAR/EFFECTIVE DATE*: FY15

PROPOSED COUNCIL DATE (if applicable): 03/18/2015

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
1,313,000	00752	8100	700			Debt Service Principal Payment
156,550	00752	8100	700			Debt Service Principal Payment
\$ 1,469,550	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
1,313,000	00752	3092	700			Prepaid Special Assessment
156,550			700			Reserve Available Fund Balance
\$ 1,469,550	TOTAL					

FINANCE USE	Approved: <i>Kathy Cullen</i> 3/2/15	Comments:
	BUDGET MANAGER RESPONSE	DATE

Justification for Budget Adjustment*:

Prepayment on Stonepoint CFD #1

Approved: <i>Marty Haul</i>	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

6713

City Clerk Use Only

DATE: February 26, 2015**TITLE:** Request for Budget Adjustment to Transfer Funds to the Historic Old Town Lighting Upgrade Improvement Project and for the Award of a Construction Services Agreement to Vasko Electric, Inc.**CONTACT:** Bill Aiken, Development Analyst, 774-5271, baiken@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

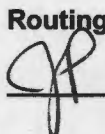
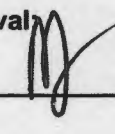
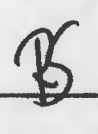
- 1) Authorize the following budget adjustments:
 - a. Transfer \$106,956 from the existing Community Development Block Grant Fund to the Historic Old Town Lighting Upgrade Project CIP account.
 - b. Transfer \$12,500 from existing Electric Commercial Retrofit Lighting Program Fund to the Historic Old Town Lighting Upgrade Project CIP account.
- 2) Adopt an ordinance to be immediately effective as an appropriation measure to amend the 2014/15 budget.
- 3) Approve a construction services agreement with Vasko Electric, Inc. for the construction of the Historic Old Town Square Lighting Upgrade Project, for a lump sum total of \$119,456.
- 4) Adopt a resolution authorizing the City Manager to sign the attached construction services agreement.


BACKGROUND

In 2008, the City of Roseville completed a project that provided over \$9m in streetscape and infrastructure improvements throughout the downtown's Historic District. Since that time, and as influenced by the adoption of the Downtown Roseville Specific Plan in 2009, this area has emerged as an entertainment district. As such, there has been an increase in visitors to the area, particularly each Friday and Saturday evening. The Historic Old Town Lighting Project will upgrade the overall project area lighting in order to promote a brighter and safer pedestrian environment. This will benefit all of the Old Town community including patrons, residents, and property owners.

Proposals for construction services for the Historic Old Town Lighting Upgrade Project were received in January. The Request for Proposals (RFP) was issued in order to identify a construction firm capable of providing the required combination of experience, project understanding, and flexibility required to complete lighting upgrades within a defined project budget. The RFP included specifications for a base set of upgrades as well as four potential additions to the overall project scope. This allowed staff to review the proposals, to identify the most qualified contractor, and to negotiate a final scope that maximizes the upgrades per the available project budget.

Routing Approval

 ASD  ACM  ATTY

AGENDA ITEM# 6.19 

HOT Lighting Upgrades – Budget Adjustment and Award
March 18, 2015

Four firms provided proposals for the lighting upgrade. Although there were a number of excellent proposals received, Vasko Electric, Inc. was determined to have provided the best overall combination of experience, project understanding, and cost.

Proposed lighting upgrades will include:

- Thirty-nine (39) area wide street lights upgraded to LED luminaires
- Three (3) illuminated bollards installed in far end of public parking lot near the Barker Hotel
- Relocation of an unused street light pole to the intersection of Lincoln and Church Streets
- Flood lights installed in alley between Pacific and Church Streets
- New LED lighting on HOT water tower that is installed well above ground to deter recurring vandalism.

FISCAL IMPACT

Total cost of the Historic Old Town Lighting Upgrade Project is \$119,456. Per the requested budget transfers, funding will be provided by the Community Development Block Grant Fund and the Electric Department's Commercial Lighting Retrofit Program.

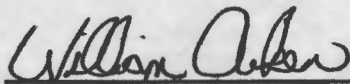
ECONOMIC DEVELOPMENT/JOBS CREATED

During construction, the City's *Construction Project Economic Impact Tool* estimates that the lighting upgrade project would result in \$185,649 in total annual economic output: \$119,456 in direct output and another \$66,393 through indirect and induced activities.

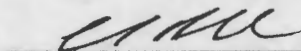
ENVIRONMENTAL REVIEW

The proposed project involves the reconstruction of existing facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

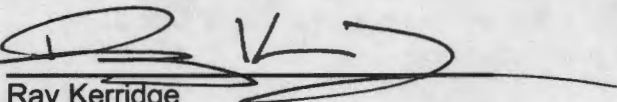


William Aiken
Development Analyst



Chris Robles,
Economic Development Director

APPROVED:



Ray Kerridge
City Manager

HOT Lighting Upgrades – Budget Adjustment and Award
March 18, 2015

Attachments:

1. Ordinance: appropriation measure transferring funds to the Historic Old Town Lighting Upgrade Project CIP.
2. Budget Adjustment Forms
3. Construction Services Agreement with Vasko Electric, Inc. (2 copies)
4. Resolution authorizing execution of the agreement

ORDINANCE NO. 5475

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2014-15, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

<u>From:</u>	<u>To:</u>	
08623-5900/686260-50 Electric – Commercial Retrofit Lighting	00260-3902 Transfer in from Elec. Ops 490	\$12,500
00490-8902 Transfer Out to CDBG	90005-6130/149005-45 Historic Old Town Lighting Upgrades	\$12,500
08115-5915 Community Development Block Grant	90005-6130/149005-45 Historic Old Town Lighting Upgrades	\$106,956

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



CITY OF ROSEVILLE
REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Fill in all requested information completely and accurately. When complete, print 3 copies for distribution to (1) Council Communication; (2) Budget Department; (3) Requesting Department.

REQUESTER: Bill Aiken


DEPARTMENT: Economic Development

DATE OF PROPOSED COUNCIL ACTION:

3/18/2015

USE OF FUNDS						
AMOUNT	ACCOUNT NUMBER					Account Title/Activity Description
	GL		FUND	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
\$ 119,456	90005	6130	00260	149005	45	Historic Old Town Lighting Upgrades
\$ 12,500	00260	3902	00260			Transfer in from Elec Ops 490
\$ 131,956	TOTAL					

URCE OF FUNDS						
AMOUNT	ACCOUNT NUMBER					Account Title/Activity Description
	GL			JL		
	ORG KEY	OBJECT		FUND	PROEJCT	
\$ 106,956	08115	5915	00260			Community Development Block Grant
\$ 12,500	08623	5900	00490	686260	50	Electric - Commercial Retrofit Lighting
\$ 12,500	00490	8902	00490			Transfer out to CDBG
\$ 131,956	TOTAL					

FINANCE USE	Approved:  3/12/15	Date:
	BUDGET MANAGER / DESIGNEE	

Justification for Budget Adjustment:

Funding the construction of the Historic Old Town Lighting Upgrades

Approved: 	Approved: 
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER

RESOLUTION NO.15-97

APPROVING A CONSTRUCTION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VASKO ELECTRIC, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a construction services agreement regarding the Historic Old Town Lighting Upgrades Project, by and between the City of Roseville and Vasko Electric, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of all bonds by the City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CONSTRUCTION SERVICES AGREEMENT

Project: Historic Old Town Lighting Upgrades

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Vasko Electric,
Inc., a California corporation ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY desires services to construct lighting upgrades in Historic Old Town
Roseville; and

WHEREAS, CONTRACTOR has prepared a proposal dated January 20, 2015 and
revised January 29, 2015, which describes the scope of work to be performed by
CONTRACTOR, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONTRACTOR is qualified and experienced to provide construction
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONTRACTOR shall perform, at the direction of City, the scope of
services as described in the construction plans (EXHIBIT "A"), the technical specifications,
(EXHIBIT "B"), and the May 26, 2014 quotation from CONTRACTOR (EXHIBIT "C"), all of
which are attached hereto and incorporated herein by this reference. CONTRACTOR shall also

perform the work in accordance with all Federal labor standards requirements set forth in EXHIBIT "D," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONTRACTOR shall be compensated on a lump sum basis in accordance with the budget described in EXHIBIT "E," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred nineteen thousand four hundred fifty-six dollars (\$119,456), subject to additions or deletions to the scope of work as may be agreed upon by the parties in writing during the project.

CONTRACTOR shall submit one monthly invoice for its services. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONTRACTOR's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONTRACTOR agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

a. Form. CONTRACTOR shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONTRACTOR shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of CONTRACTOR. The additional insured coverage under the CONTRACTOR's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services

Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONTRACTOR shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONTRACTOR agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONTRACTOR shall require its subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Agreement. Additionally, CONTRACTOR shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions (“SIR”) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONTRACTOR, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONTRACTOR’s files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONTRACTOR agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONTRACTOR is employed to perform unique services. CONTRACTOR shall not assign this Agreement without the prior written consent of City. CONTRACTOR shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONTRACTOR hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONTRACTOR in its performance under this Agreement. Material constitutes the scope of work and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONTRACTOR is, and shall remain, the property of CITY.

CONTRACTOR shall execute any documents necessary to effectuate such assignment. In the event that CONTRACTOR uses, employs, designates, or retains any person or entity who is not an employee of CONTRACTOR, to perform any work required of it pursuant to this Agreement, CONTRACTOR shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONTRACTOR ten (10) days advance written notice from the City Manager. In the event of termination through no fault of CONTRACTOR, CITY shall compensate

CONTRACTOR for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Bill Aiken, Development Analyst
Economic Development
311 Vernon Street
Roseville, CA 95678

CONTRACTOR

Neal Nelson
Vasko Electric, Inc.
4300 Astoria Street
Sacramento, CA 95838

Either party may amend its address for notice by giving notice to the other party in writing.

20. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONTRACTOR and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONTRACTOR is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.


21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONTRACTOR has caused this Agreement to be executed.

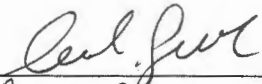
CITY OF ROSEVILLE, a
municipal corporation

BY: 
RAY KERRIDGE
City Manager

VASKO ELECTRIC, INC., a
California corporation

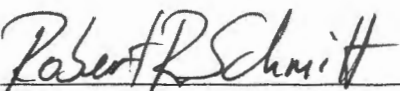
BY: 
its: Darryl A. Vasko, President
and

ATTEST:

BY: 
its: Ronald Gracik, Vice-President

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: 
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
CHRIS ROBLES
Economic Development Director

EXHIBITS:

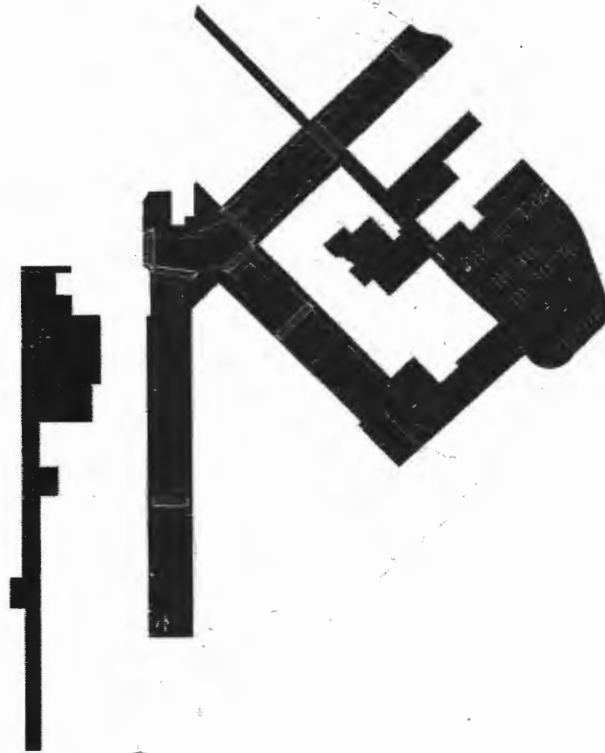
Exhibit A: Construction Plans
Exhibit B: Technical Specifications
Exhibit C: May 26, 2014 Quotation
Exhibit D: Federal Labor Standards Requirements
Exhibit E: Budget Estimate

EXHIBIT A

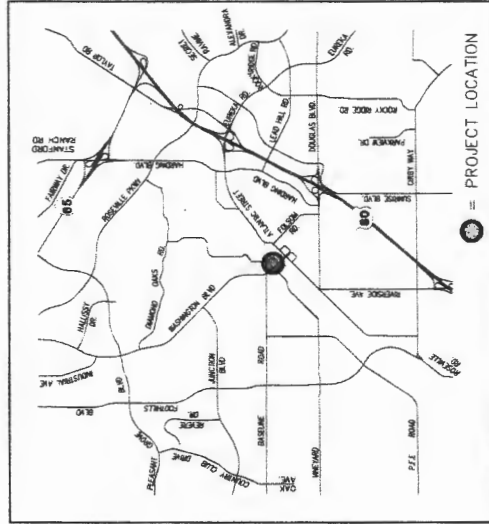
CITY OF ROSEVILLE

HISTORIC OLD TOWN

STREET LIGHTING UPGRADES



PROJECT AREA



VICINITY MAP

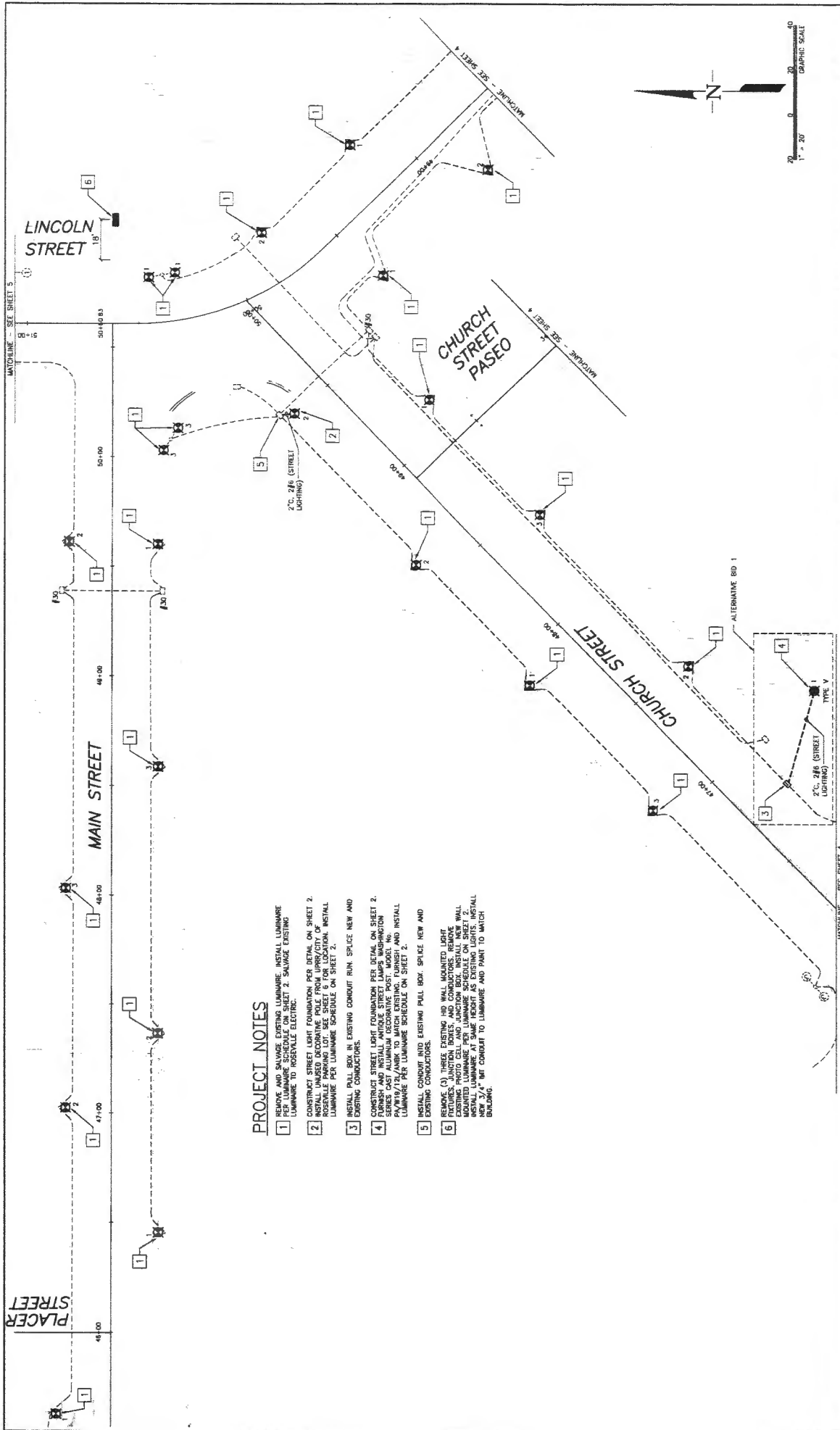
SHEET INDEX

- SHEET 1 - TITLE SHEET
- SHEET 2 - GENERAL NOTES, LEGEND, AND LUMINAIRE SCHEDULE
- SHEET 3 - LIGHTING UPGRADE PLAN
- SHEET 4 - LIGHTING UPGRADE PLAN
- SHEET 5 - LIGHTING UPGRADE PLAN
- SHEET 6 - LIGHTING UPGRADE PLAN

LOCATION MAP

NOT TO SCALE

REVISION NO. _____ BY _____ DATE _____		DESIGN BY _____ DRAWN BY _____ CHECKED BY _____ SCALE _____ DATE _____ PERMIT NO. _____		PROJECT NO. _____ PROJECT NAME _____ PROJECT LOCATION _____ PROJECT DATE _____	
CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 111 VERNON STREET ROSEVILLE, CA 95778 (916) 746-1300		CITY OF ROSEVILLE HISTORIC OLD TOWN STREET LIGHTING UPGRADES TITLE SHEET		1 5 6	



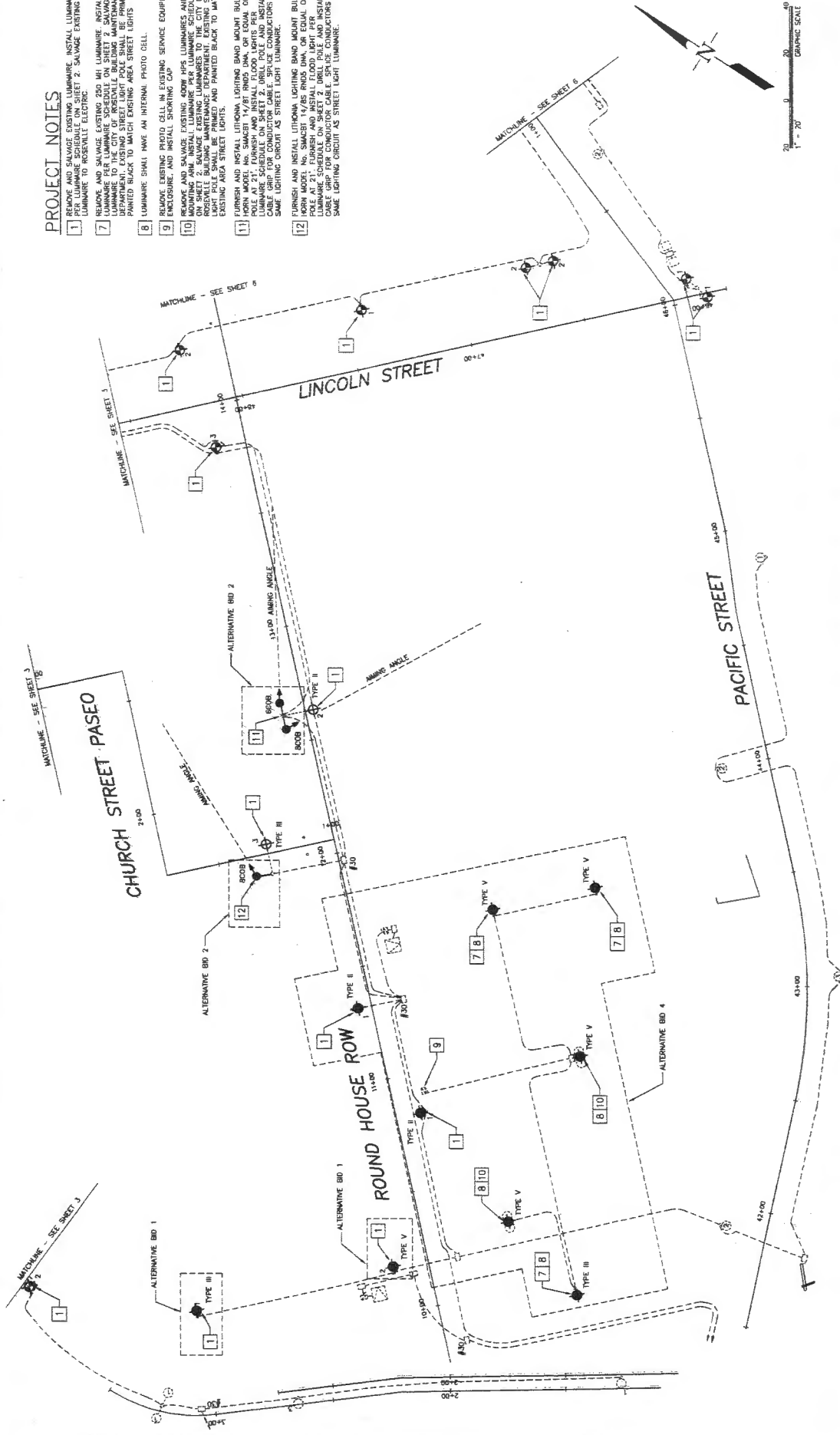
PROJECT NOTES

- REMOVE AND REPLACE EXISTING LUMINAIRE. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SAVE EXISTING LUMINAIRE TO ROSEVILLE ELECTRIC.
- CONSTRUCT STREET LIGHT FOUNDATION PER DETAIL ON SHEET 2. INSTALL UNUSED DECORATIVE POLE FROM UPRR/CITY OF ROSEVILLE. REMOVE AND REPLACE EXISTING FOUNDATION. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2.
- INSTALL PULL BOX IN EXISTING CONDUIT RUN. SPlice NEW AND EXISTING CONDUITS.
- CONSTRUCT STREET LIGHT FOUNDATION PER DETAIL ON SHEET 2. INSTALL UNUSED DECORATIVE POLE FROM UPRR/CITY OF ROSEVILLE. REMOVE AND REPLACE EXISTING FOUNDATION. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2.
- INSTALL CONDUIT INTO EXISTING PULL BOX. SPlice NEW AND EXISTING CONDUITS.
- REMOVE (3) THREE EXISTING HD WALL MOUNTED LIGHT FIXTURES. REMOVE EXISTING FOUNDATION AND CONDUIT. INSTALL NEW WALL MOUNTED LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. INSTALL NEW 3/4" MTC CONDUIT TO LUMINAIRE AND PAINT TO MATCH BUILDING.

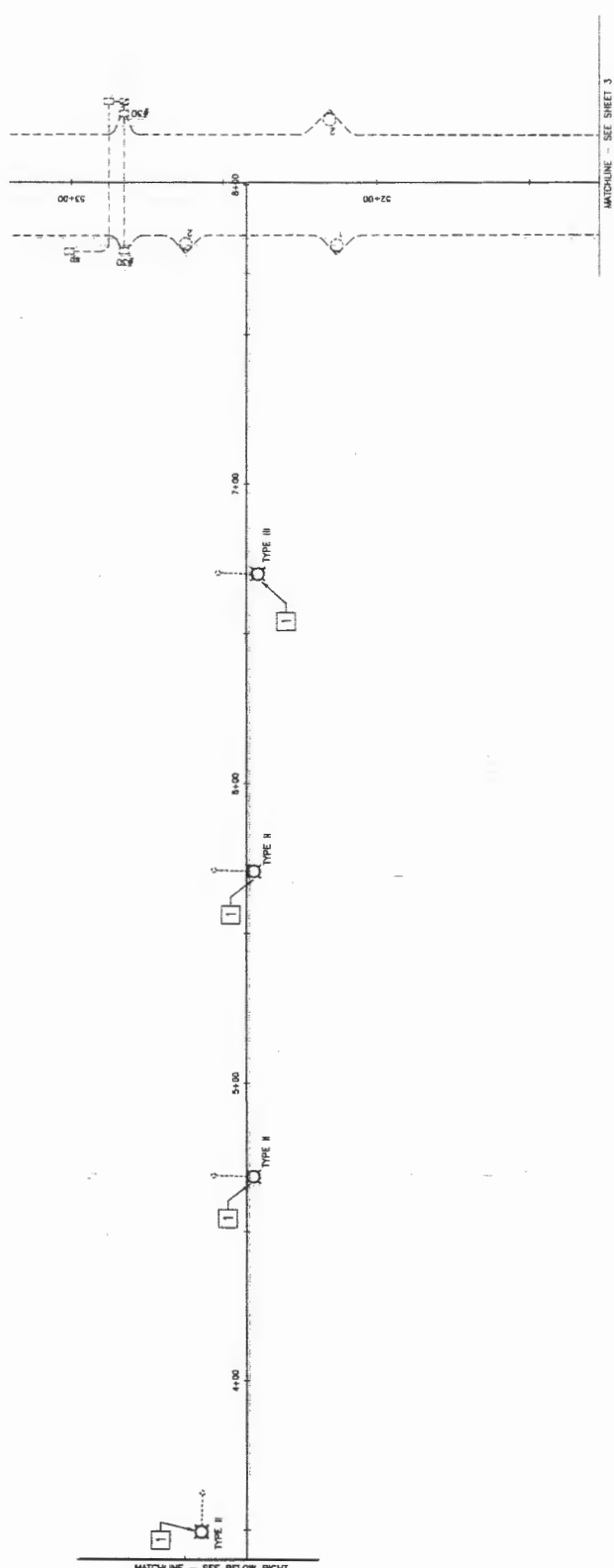
NO. _____ BY _____ DATE _____		REVISIONS	
DESIGN BY: _____ DATE: _____		CHECKED BY: _____ DATE: _____	
SCALE: _____		DATE: 03/17/14	
PROJECT NO.: R012-2903		PLANS APPROVAL DATE: _____	
<div style="display: flex; justify-content: space-between;"> <div> <p>FEHR & PEERS INCORPORATED 10000 E. 12TH AVE. DENVER, CO 80231 (303) 751-1000</p> </div> <div> <p>CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300</p> </div> </div>			
<div style="display: flex; justify-content: space-between;"> <div> <p>HISTORIC OLD TOWN ROSEVILLE STREET LIGHTING UPGRADES LIGHTING UPGRADE PLAN</p> </div> <div> <p>CITY OF ROSEVILLE CALIFORNIA</p> </div> </div>			
3		6	

PROJECT NOTES

1. REMOVE EXISTING 400W HPS LUMINAIRE. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SALVAGE EXISTING LUMINAIRE TO ROSEVILLE ELECTRIC.
2. REMOVE AND SALVAGE EXISTING 200 MH LUMINAIRE. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SALVAGE EXISTING LUMINAIRE TO ROSEVILLE ELECTRIC.
3. REMOVE EXISTING 200 MH LUMINAIRE. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SALVAGE EXISTING LUMINAIRE TO ROSEVILLE ELECTRIC.
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8. REMOVE EXISTING 200 MH LUMINAIRE. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SALVAGE EXISTING LUMINAIRE TO ROSEVILLE ELECTRIC.
9. REMOVE EXISTING PHOTO CELL IN EXISTING SERVICE EQUIPMENT ENCLOSURE AND INSTALL SHORTING CAP.
10. REMOVE AND SALVAGE EXISTING 400W HPS LUMINAIRE AND 1/2" BULB. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SALVAGE EXISTING LUMINAIRE TO THE CITY OF ROSEVILLE BUILDING MAINTENANCE DEPARTMENT. EXISTING STREET LIGHT POLE SHALL BE PRIMED AND PAINTED BLACK TO MATCH EXISTING AREA STREET LIGHTS.
11. FURNISH AND INSTALL LITHONIA LIGHTING BAND MOUNT BULL HORN MODEL NO. SHACER 14/85 1/2" BULB. OR EQUAL ON POLE AT 21' TO 24' HEIGHT. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SALVAGE EXISTING LUMINAIRE TO THE CITY OF ROSEVILLE BUILDING MAINTENANCE DEPARTMENT. EXISTING STREET LIGHT POLE SHALL BE PRIMED AND PAINTED BLACK TO MATCH EXISTING AREA STREET LIGHTS.
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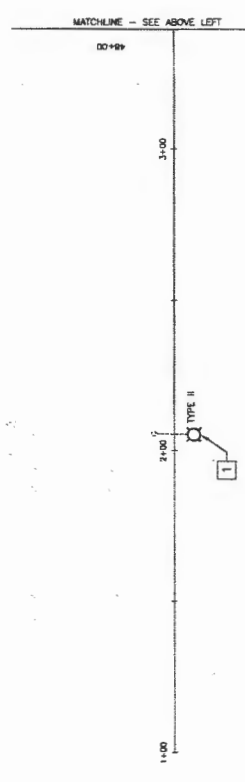
CITY OF ROSEVILLE PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300		HISTORIC OLD TOWN ROSEVILLE STREET LIGHTING UPGRADES LIGHTING UPGRADE PLAN	
DESIGN BY: DRAWN BY: CHECKED BY: SCALE: DATE: PROJECT NO:		REVISIONS NO. DATE DESCRIPTION	
DESIGN BY: DRAWN BY: CHECKED BY: SCALE: DATE: PROJECT NO:		REVISIONS NO. DATE DESCRIPTION	



PROJECT NOTES

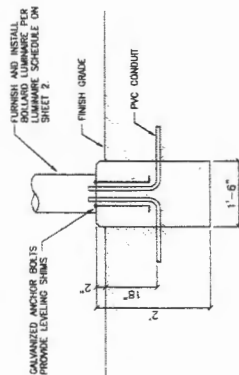
1 REMOVE AND SALVAGE EXISTING LIGHTS & SALVAGE EXISTING LUMINAIRE TO ROSEVILLE ELECTRIC.

2 LUMINAIRE, INSTALL LUMINAIRE TO ROSEVILLE ELECTRIC.



		HISTORIC OLD TOWN ROSEVILLE STREET LIGHTING UPGRADES LIGHTING UPGRADE PLAN		5	6
CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300					
FEHR & PEERS ENGINEERS 1000 G ST. SUITE 100 SACRAMENTO, CA 95811 (916) 441-1111 FAX (916) 441-1112 WWW.FEHR-PEERS.COM					
BY: _____ PLANS APPROVAL DATE: _____ PROJECT NO.: H012-3003					
DESIGN BY: MJ / CHECKED BY: / SCALE: / DATE: 03/12/14 PROJECT NO.: H012-3003					
REVIEWERS: _____ BY: _____ DATE: _____					

- 1 REMOVE AND SALVAGE EXISTING LUMINAIRE. INSTALL LUMINAIRE PER LUMINAIRE SCHEDULE ON SHEET 2. SALVAGE EXISTING LUMINAIRE TO REUSE IN LOCATIONS.
- 2 INSTALL RAIL BOX IN EXISTING CONDUIT RUN. SPlice NEW AND EXISTING CONDUIT.
- 3 EXISTING CONDUIT.
- 4 EXISTING CONDUIT STREET LIGHT FOUNDATION PER DETAIL ON SHEET 2. FURNISH AND INSTALL 1/2" X 1/2" X 1/2" AND MOUNTING ARM PER LUMINAIRE SCHEDULE ON SHEET 2.
- 5 EXISTING CONDUIT BOLLARD FOUNDATION PER DETAIL ON SHEET 2. FURNISH AND INSTALL 1/2" X 1/2" X 1/2" AND MOUNTING ARM PER LUMINAIRE SCHEDULE ON SHEET 2.
- 6 RELOCATE EXISTING EXISTING POLE TO NEW STREET LIGHT LOCATION. INSTALLATION ON CHURCH STREET STREET LIGHT LOCATION. ABANDON EXISTING FOUNDATION TO 2' BELOW FINISH GRADE. EXISTING FOUNDATION TO 2' NEW AND EXISTING FOUNDATIONS TO 2' NEW BOLLARD LIGHTING.



BOLLARD LIGHT FOUNDATION DETAIL

EXHIBIT B

CITY OF ROSEVILLE
HISTORIC OLD TOWN ROSEVILLE
LIGHTING UPGRADES
TECHNICAL SPECIFICATIONS
AUGUST 22, 2014

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**SPECIAL PROVISIONS
FOR
HISTORIC OLD TOWN ROSEVILLE
LIGHTING UPGRADES**

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions shall be done in conformance with the Standard Construction Specifications of the City of Roseville (Latest Edition), the City of Roseville Construction Standards (Latest Edition), the City of Roseville Improvement Standards (Latest Edition), the Roseville Electric Specifications for Residential Construction and the Roseville Electric Specifications for Commercial Construction except insofar as they may be modified by these Special Provisions.
2. Numbering in these Special Provisions conforms to that in the Standard Construction Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications is modified in some respect. Unless otherwise specified, the Standard Construction Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.
3. The construction materials, payment, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. Notice to Contractors
- B. Special Provisions
- C. City of Roseville Construction Standards
- D. City of Roseville Improvement Standards
- E. City of Roseville Standard Construction Specifications
- F. Roseville Electric Construction Specifications
- G. Caltrans Standard Specifications and Plans dated May 2006
- H. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

SECTION 1. DEFINITIONS AND TERMS

The work embraced herein shall be done in accordance with the State Standard Specifications dated May 2006, and the State Standard Plans dated May 2006, of the Department of Transportation, and in conformance with the Standard Construction Specifications of the City of Roseville Construction Specifications (latest edition), insofar as they same may apply and in accordance with the following Special Provisions.

In case of conflict between the State Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in place of such conflicting portions.

Definitions and Abbreviations – Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

<u>Abbreviation or Term</u>	<u>Intent and Meaning</u>
AGENCY	The Department of Public Works
CITY, DEPARTMENT	The City of Roseville, Complete Contract Administration
CITY COUNCIL	City Council of the City of Roseville, a Charter City in the State of California
CALTRANS	State of California, Department of Transportation
STATE STANDARD SPECIFICATIONS	The State Standard Specifications issued by the State of California, Department of Transportation, dated May 2006
ADMINISTRATOR	The Director of Public Works/City Engineer, as created by law; also the City Engineer
ENGINEER	The Director of Public Works/City Engineer, and agents or assistants duly authorized by the Director of the Public Works/City Engineer to act on his behalf
DEPARTMENT OF TRANSPORTATION	State of California Agency
DEPARTMENT OF INDUSTRIAL RELATIONS	State of California Agency
DIVISION OF LABOR STANDARDS ENFORCEMENT	State of California Agency

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.054 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized substitutions.

A sheet for listing the subcontractors, as required herein is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after completion of the project.

2-1.03 OBTAINING PLANS AND SPECIFICATIONS

Copies of the contract documents (plans, special provisions, and City of Roseville Standard Construction Specifications), City of Roseville Construction Standards and City of Roseville Improvement Standards may be purchased from the Permit Center, 311 Vernon Street, Roseville, CA 95678.

It is the Contractor's sole responsibility to perform all necessary investigations, at Contractor's expense, to assure himself/herself of existing subsurface conditions for the preparation of his/her price proposal for the project. The City will, upon request, issue to the Contractor an encroachment permit to allow further geotechnical investigations.

Prospective bidders will be furnished with proposal forms which will state the location and description of the contemplated construction, will show the approximate estimate of the various quantities and kinds of work to be performed and materials to be furnished, with a schedule of items for which lump sum and/or unit prices are asked, instructions to be followed regarding listing of subcontractors, and a non-collusion affidavit form.

The Contractor shall obtain a City of Roseville Encroachment Permit prior to beginning project construction.

2-1.05 SUBMITTAL OF PROPOSALS

In addition to the requirements of Section 2-1.05 of the Standard Construction Specifications, proposals must be submitted to the City Clerk, under sealed cover and plainly marked on the outside no later than the date and time of public submittal of proposals as specified in the Notice to Contractors. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 AWARD OF CONTRACT

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City Clerk's Office, 311 Vernon St, Roseville, CA 95678.

3-1.05 ADDITIONAL CONTRACT DOCUMENTS

The Engineer will furnish to the Contractor on request and free of charge, five copies of the contract documents, and five sets of full size plans. Copies of contract documents or plans in addition to that which will be provided by the Engineer may be obtained by paying the actual cost of reproducing the contract documents or plans.

SECTION 4. SCOPE OF WORK

4-1.06 SUMMARY OF WORK

The project consists of upgrading the existing street and parking lot lighting in Historic Old Town Roseville. The work includes: replacing existing luminaires, installing flood lighting on existing street light poles, and installing bollards and new area lights.

SECTION 5. CONTROL OF WORK

5-1.05 ORDER OF WORK

In addition to the requirements of Section 5-1.05 of the Standard Specifications, the following shall apply:

The first order of work shall be to place the order for materials and equipment to be furnished by the Contractor for this project. The Contractor shall furnish the Engineer with a statement from the equipment vendor(s) that the order for said equipment has been received and accepted by said vendor(s). Said statement shall include an anticipated date of delivery of said equipment to the Contractor. Said statement shall be furnished to the Engineer within 15 calendar days of the Contractor's receipt of the Notice to Proceed.

Before beginning of work which will interfere with the passage of traffic, the Contractor shall have detour and traffic restriction signs as required under Section 7 "Legal Relations and Responsibility" of the Standard Specifications and as set forth on the plans and these Special Provisions in place and fully operational.

The Contractor is responsible for all material and/or equipment needed to perform the project. Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly.

Time is of the essence on this contract, and the order of all other work shall be such as to assure the completion of the project within the allotted working days as described herein while complying with the requirements set forth in the plans, specifications and contract document.

Following the completion of the work, the Contractor shall provide the City with a copy of the record as-built drawings.

Full compensation for conforming to these requirements will be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

5-1.08 INSPECTION

In addition to the requirements specified in this section of the Standard Specifications, the following shall apply: For the award of the "Project", the City will provide inspection on an eight-hour (8) day and a forty-hour (40) week (Monday through Friday) basis only. The Contractor shall reimburse the City for the actual cost of all inspection in excess of those hours listed above, including designated holidays and weekends. Requests for authorization to perform work outside the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be made in writing at least 48 hours in advance.

Attention is directed to Section 7-1.08, "Public Convenience" concerning project working hours.

Designated holidays are observed: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectively) shall be a designated holiday.

The Contractor shall provide a competent person during normal working hours to assist the Engineer. The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations. No additional compensation will be made to the Contractor for fulfilling this requirement.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5-1.17 MEETINGS

A. PRECONSTRUCTION MEETINGS

Preconstruction conference: As requested by the Engineer, scheduled after Notice to Proceed is issued. Contractor and representatives of sub-contractors may be requested to attend. Agenda and preparation and distribution of the meeting minutes shall be per the requirements set forth by the Engineer.

B. PROGRESS MEETINGS

1. Progress Meetings: Schedule appropriately throughout progress of work at weekly intervals, or at intervals determined by the Engineer.
2. Make arrangements for attendance of appropriate participants, including Subcontractors.
3. Progress Meeting Agenda shall be determined by the Engineer and may include:
 - a. Review minutes of previous meetings;
 - b. Review of Work in progress
 - c. Field observations, problems, and decisions;
 - d. Identification of problems which impede progress;
 - e. Review: Submittal schedule; status of submittals; off-site fabrication; delivery schedules; and progress schedule;
 - f. Corrective measures to regain projected schedules, if any;

- g. Planned progress during succeeding work period;
- h. Maintenance of quality and work standards; and
- i. Other business relating to Work

C. SAFETY MEETINGS

Safety Meetings: Contractor shall run meetings and require attendance of construction crew and Subcontractors. Contractor shall record minutes and distribute copies within two calendar days after meeting to participants, the Engineer, and those affected by decisions made.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

7-1.01A(2) LABOR CODE REQUIREMENTS

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Roseville Clerks Office (311 Vernon St). These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

7.01A(4) LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Administrative Code.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination", of the State Standard Specifications, which is applicable to all nonexempt state contract and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontractors of \$5,000 or more.

7-1.01G WATER POLLUTION CONTROL

This work does not require the developing and implementing a water pollution control program (WPCP). Projects soil disturbance is less than 1 acre and is for the installation of street light utilities.

7-1.01I SOUND CONTROL REQUIREMENTS

In addition to the requirements of Section 7-1.01I of the Standard Construction Specifications, Section 9.24.060C and 9.24.090 of the City Municipal Code, noise level requirements shall apply to all equipment on and related to the job, including but not limited to trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

The "Noise Regulations" from the Roseville Municipal Code, can be viewed at the City of Roseville City Clerk's Office, located at 311 Vernon Street, Roseville, California.

In Addition, the Contractor shall maintain a Noise Abatement Program to be submitted to the Engineer prior to starting any construction operations. The program shall require:

- All construction vehicles or equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers;
- Stockpiling and/or vehicle staging areas shall be identified on the improvements plans or vicinity map and shall be located as far as is practical from existing occupied dwellings;

Specific noise control measures shall be identified that would reduce the hourly noise levels of

construction activity to 70dBA or lower where feasible as determined by the engineer during hours of use for schools. A potential sensitive receptor is located within 500 feet of proposed construction at the elementary school. The Contractor shall consider implementation of the following measures during construction:

1. Select equipment capable of performing the necessary tasks with the lowest feasible noise emission level and the lowest feasible height for the acoustic center of noise emissions.
2. Noise barriers may be installed to block the line-of-sight from the noise source to the receivers. The noise barriers could be constructed using plywood sheets that provide sufficient mass per unit surface area (potentially 4 pounds per square foot) and have minimal openings between the top and bottom of the barrier. Noise barriers are generally most effective when placed as close to either the source or receiver as possible. If the contractor elects to use this measure, the submittal shall identify the location, height, expected hourly noise levels at the receiver, with the objective of reducing the hourly construction noise levels to 70dBA or less.
3. Disseminate essential information to residences and implement a complaint/response tracking system. The contractor shall notify residents within 500 feet of the construction area of the schedule of operations in writing a minimum of 72hrs in advance. The contractor shall designate a noise disturbance coordinator responsible for responding to noise complaints. The notification shall contain the name, title, and telephone number for the coordinator. The coordinator will determine the cause of the complaint and develop reasonable measures are implemented to correct the problem when feasible.

No work shall be performed by the Contractor on weekends adjacent to any residential areas, except as approved by the Engineer.

Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

7-1.01K REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

The Contractor shall sample the affected area to determine if the material is hazardous and shall develop a Sampling and Analysis Plan (SAP) to outline how to analyze, abate, manifest, transport, and dispose of all special and hazardous material as required by law. The SAP shall be submitted to the City and shall describe how the Contractor intends to complete the work plan. The work plan shall include the general order of work, a site specific worker health and safety plan, and a SAP for testing of potentially hazardous materials. A list of disposal sites the Contractor expects to use for the various type of waste and recyclables shall be included.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Full compensation for conforming to the requirements of this section, including sampling of hazardous materials and the preparation of the Sampling and Analysis Plan, shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

7-1.08 PUBLIC CONVENIENCE (MAINTAINING TRAFFIC)

In addition to the requirements of Section 7-1.08 of the Standard Construction Specifications, the following shall apply:

The use of flagmen, barricades and construction signing shall comply with the current edition of the MUTCD and/or State of California Manual of Traffic Controls for Construction and Maintenance Work Zones or as required by the Engineer. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract.

Temporary lane closures shall conform to the provisions in Section 12 of these Special Provisions entitled "Construction Area Traffic Control Devices." Temporary lane closures will be allowed only during approved working hours. Contractor to provide at least one lane in each direction for two-way traffic on all existing streets throughout the construction project unless otherwise identified in these special provisions or approved in writing by the Engineer.

Temporary closure to through traffic must be opened to emergency vehicles at all times.

The Contractor shall submit at the Pre-Construction meeting a plan showing traffic control measures, haul routes and / or detours for vehicles and pedestrians affected by the construction work to the Engineer for review and acceptance. A minimum of 5 working days will be required

to review and provide the Contractor with comments on the plan. The Contractor will not be allowed to begin work until a traffic control plan has been accepted by the Engineer. A copy of the traffic control plan/detour plan must be kept at the job site at all times.

Construction activities which are under City contract shall not be permitted at any time other than between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, and between the hours of 8:30 a.m. and 4:00 p.m. on Saturday and Sunday, when approved by the City, including state, federal and designated holidays.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Seventy two (72) hours prior to impacting existing parking areas, the Contractor shall submit a traffic control plan to the Engineer for approval. The traffic control plan shall include the anticipated limits and time required for the closure. The Contractor cannot begin any work within the affected parking area until the Traffic Control Plan has been approved by the Engineer and the City has notified adjacent businesses of the closure.

The minimum traveled way described above shall be open for use by public traffic on Saturdays, Sundays, designated holidays, after 4:30 p.m. on Fridays and the day preceding designated holidays, and when construction operations are not actively in progress. Designated holidays are listed in Section 5-1.08 of these Special Provisions.

Whenever vehicles or equipment are parked within a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators; placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or a C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed in a location approved by the Engineer.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The Contractor shall notify local residents 72 hours prior to cutting off their access for periods in excess of 2 hours. Notice must be given in writing two days prior to cutting off access and verbally the evening prior to cutting off access. The Contractor shall cooperate with local residents for access to the maximum extent physically possible.

The Contractor shall notify businesses 72 hours prior to impacting their driveway access. The Contractor shall cooperate with businesses for access to the maximum extent physically possible. If two driveways access a single business, one of those driveways shall remain accessible at all

times. If only one driveway is used for access to a business, half of that driveway shall remain open at all times.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. No equipment will be allowed to be parked within any traffic lane or median after work hours.

The Contractor shall notify the Engineer of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Ten days prior to any City approved road or lane closures, the Contractor shall notify the Engineer (phone 746-1300). The Contractor shall notify the Engineer seventy-two (72) hours in advance of any revisions to the road or lane closure schedules.

The City operates several Changeable Message Signs throughout the City, which will be utilized to notify the public of any traffic impacts due to the project if necessary. The Contractor shall coordinate with the Engineer regarding the use of these City operated Changeable Message Signs. Five (5) days prior to any lane closure or impact to existing parking, the Contractor shall inform the Engineer of the limits and time required for the closure.

Full compensation for complying with the above requirements shall be considered as included in the payment for the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

7-1.11 PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24 inch box and the minimum size of shrub replacement shall be 15-gallon. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Unless otherwise identified for replacement, any existing electrical or utility infrastructure equipment damaged by the Contractor or subcontractors shall be immediately repaired or replaced by the Contractor at his own expense.

Unless set to be replaced by the project with new irrigation facilities, the Contractor shall maintain all existing irrigation facilities. If existing facilities are damaged by the Contractor's operation, the Contractor shall replace them at his own expense.

Full compensation for complying with the above requirements shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

7-1.10B PROTECTION OF ARCHAEOLOGICAL ARTIFACTS

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer. Archaeological materials

found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, you will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

Full compensation for immediately notifying the Engineer upon discovery of archaeological materials and leaving undisturbed and in place archaeological materials discovered on the job site shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

7-1.10C MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of Section 7-1.10 through Section 7-1.10C shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

7-1.19 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The roadway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work. The Contractor shall not park any vehicles along residential streets within the project limits.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, any other areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits.

7-1.23 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

7-1.26 COURTESY

The Contractor shall be polite to citizens encountered during the course of the work. Loud music, foul language, and cursing are not permitted.

SECTION 8. PROSECUTION AND PROGRESS

8-1.01 SUBCONTRACTING

In addition to the requirements of Section 8-1.01 of the State Standard Specifications, and in accordance with the requirements of Section 4100 to 4113, inclusive, of the Government Code, each bidder shall list in his proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract all or a portion of the work. Said list shall include a description of the portion of the work which will be done by each subcontractor. A sheet for listing the subcontractors, as required, is included in the proposal.

8-1.03 BEGINNING OF WORK

The first paragraph of Section 8-1.03 of the Standard Construction Specifications that begins with "The Contractor shall begin work" shall be amended to read:

The Contractor shall begin work within 10 days after receiving the "Notice to Proceed" letter executed by the Director of Public Works or authorized staff and shall thereafter diligently prosecute the work to completion.

Progress schedules are required for this project and must be submitted as specified in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

The second paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications does not apply.

8-1.06 TIME OF COMPLETION

In addition to this section of the Standard Specifications, the following shall apply:

All work shall be completed within **30 working days** from the beginning date specified in the Notice to Proceed letter. All punch list items shall be completed within the working days prescribed above. A working day is defined as any weekday which is not a designated holiday listed in Section 5-1.08, "Inspection".

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

8-1.07 LIQUIDATED DAMAGES AMOUNT

In addition to this section of the Standard Specifications, the Contractor shall pay to the City of Roseville the sum of **\$1,500 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

8-1.10 UTILITY AND NON-HIGHWAY FACILITIES

In addition to this section of the Standard Specifications, the following shall apply:

The City of Roseville is a member of the Underground Service Alert (USA). The Contractor shall notify USA 1-800-642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflicts may exist, the Contractor shall verify the grade and location of existing underground utility prior to any work by careful hand digging.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service and operational during construction. All required relocation of existing facilities which interfere with the work shall be made by the owning agencies.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor shall immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

SECTION 8-2 CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

References to Section 90-2.01, "Portland Cement," of the Standard Specifications shall mean Section 90-2.01, "Cement," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-2, "Roadside Signs," of the Standard Specifications.

The requirements of Section 90-4.08, "Required Use of Mineral Admixture," of the Standard Specifications shall not apply to Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the

identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.

4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
 5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by mass of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," of the Standard Specifications specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

SECTION 9. MEASUREMENT AND PAYMENT

9-1.01 SCOPE OF PAYMENT

In addition to Section 9-1.02 of the State Standard Specifications, the items bid shall result in a complete structure, operating plant, or system in satisfactory working condition in respect to the functional purpose of the installation and no extra compensation will be allowed for anything omitted but fairly implied. Full compensation for additional materials and labor, whether or not shown on the drawing or specified, which are necessary to complete all the work will be considered as included in the price paid for the work, and no additional compensation will be allowed therefor.

Construction limits as marked in the field by the Engineer may be expanded as determined by the Engineer. The costs of complete work beyond the marked limits shall be those unit prices submitted in the proposal. These unit prices shall include full compensation as described in these Special Provisions.

Work beyond planned limits may begin upon verbal approval of the Engineer. The Engineer shall also follow-up with a written authorization to do the work.

Payment will not be made for work done beyond the marked limits without the written authorization of the Engineer, except where the marking limits are less than 4 feet in width. All other Unauthorized work shall be borne by the Contractor.

Should damage occur to adjacent asphalt concrete sections beyond the marked limits, the Contractor shall remove that damaged section and replace at his/her cost.

The Contractor is responsible for all material and/or equipment needed to perform the project. Should the City have to supply the Contractor material and/or equipment to do the work, the Contractor will be charged accordingly.

9-1.03 FORCE ACCOUNT PAYMENT

The fourth paragraph in Section 9-1.03A, "Work Performed by Contractor", of the State Standard Specifications is amended to read:

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 8-1.01, "Subcontracting", an additional markup of 5% will be added to the total cost of said extra work including all markups specified in this Section 9-1.03A. Said additional 5% markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

The first paragraph in Section 9-1.03A(3), "Equipment Rental", of the State Standard Specifications is amended to read:

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of

the contract, regardless of ownership and rental or other agreement, if such may exist, for use of such equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge and Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03A(3a), "Equipment on the Work". If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less the provisions above concerning rental of equipment from a local equipment agency shall apply.

The sixth paragraph in said Section 9-1.03A(3) is amended to read:

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Section 9-1.03A(3), "Equipment Rental", of the State Standard Specifications is amended by addition Section 9-1.03A(3d), "Dump Truck Rental", as follows:

Section 9-1.03A(3d) Dump Truck Rental – Dump truck rental shall conform to the provisions of Section 9-1.03A(3), "Equipment Rental", 9-1.03A(3a), "Equipment on the Work", and 9-1.03A(3b), "Equipment not on the Work", except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor", shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks there will be added a markup of 15%. No other markups will be made by reason of performance of the work by a subcontractor or for labor.

The provisions of Section 9-1.03A(3c), "Owner-Operated Equipment", shall not apply to dump truck rentals.

9-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.06 PARTIAL PAYMENTS

In addition to Section 9-1.06 of the Standard Specifications, the Contractor shall submit all requests for progress payments using the forms included in Appendix A:

Form CC 1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request (Detail) - This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's form if it provides the required information.)

Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

9-1.07B FINAL PAYMENT AND CLAIMS

In addition to Section 9-1.07B of the Standard Specifications, the Contractor shall submit Form CC4: Final Release Form. This form must accompany all requests for final payment. (See Appendix A).

MEASUREMENT OF QUANTITIES - In addition to Section 9-1.01 of the Standard Specifications, the Following shall apply:

Payment for all work bid at a price per unit of measurement shall be based upon actual quantities of work as measured upon completion, unless otherwise noted. The City does not expressly or by implication agree that the actual amount of work or material of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit for damages, or for any extra payment whatever because of any difference between the amount of work actually done or material furnished and the estimated amount.

SECTION 10. DUST CONTROL

10-1.04 DUST CONTROL

In addition to the requirements specified in this section of the Standard Specifications, the following shall apply:

The last paragraph of Section 10- 1.04 of the Standard Specifications that begins with "When the Engineer orders the application" shall be amended to read:

When the Engineer orders the application of water for the purpose of controlling dust caused by public and construction traffic, including public traffic on weekends, such work shall be considered as included in the price paid for various items of work involved.

Contractor shall be required to reduce particulate generation during construction, which will include:

- Construction site shall be watered before work begins and after work ends each day. Water shall also be applied to areas of high construction activity as necessary throughout the day to minimize the generation of dust;
- All equipment and engines shall be properly tuned and maintained;
- Electrical power from existing sources shall be used instead of diesel generators, to the extent possible;
- All roadways shall be cleaned up at the end of each day during construction;
- Dirt piles and haul trucks shall be covered at the end of each day during construction;
- All construction vehicles shall be cleaned prior to leaving the project site;
- Stabilization by the use of erosion control measure of disturbed areas following construction;
- Grading activities shall not be conducted during periods of high winds (greater than 25 mph).
- Minimize idling time to 10 minutes for all diesel powered equipment.
- Apply water to control dust as needed to prevent dust impacts offsite. Operational water truck(s) shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked offsite.
- Spread soil binders on unpaved roads and employee/equipment parking areas and wet broom or wash streets if silt is carried over to adjacent public thoroughfares.
- Install wheel washers or wash all trucks and equipment leaving the site.

No additional payment will be made for obtaining hydrant permit, paying associated hydrant permit fees or for following conditions of the hydrant permit or the conditions stated above for dust control.

Full compensation for meeting all dust control requirements, including hydrant permit fees, shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

SECTION 11. MOBILIZATION

11-1.01 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications and these special provisions.

Full compensation for mobilization shall be considered as included in the lump sum price paid for Mobilization and no additional compensation will be allowed therefor.

SECTION 12. CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

12-1.01 DESCRIPTION

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=work zone

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefore.

12-2.02 FLAGGING COST

In addition to the requirements specified in this section of the Standard Specifications, the following shall apply:

Amend the first sentence of Section 12-2.02 "Flagging Costs" of the Standard Specifications to read as follows:

The cost of furnishing all flaggers, including transporting flaggers, to provide for the passage of public traffic through the work under the provisions in Section 7-1.08 "Public Convenience" and Section 7-1.09 "Public Safety" is to be included in the contract lump sum price paid for Lighting Upgrades, and no additional payment will be allowed therefor.

12-3.07 MAINTAINING TRAFFIC

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, within a single traffic control system.

No work that would require a closure shall be performed.

Full compensation for conforming to the provisions in Section 7-1.08, 7-1.09, and Section 12 of the Standard Specifications and these special provisions shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

SECTION 16. CLEARING AND GRUBBING

16-1.04 REMOVAL AND DISPOSAL OF MATERIALS

In addition to the requirements of Section 16-1.04 of the Standard Specifications, surplus materials resulting from clearing and grubbing, excavation and other operations not to be reused in the project shall become the property of the Contractor, and shall be disposed of as surplus materials off of the City right-of-way and easements. The disposal of such materials shall conform to all local ordinances and regulations of the City of Roseville relating to land grading, drainage facilities and disposal of surplus materials. All other costs, charges, and fees associated with such disposal shall be borne by the Contractor. Surplus materials are not to be confused with salvaged material, which shall remain the property of the City.

The Contractor shall remove and dispose of from the right-of-way or easement area all objectionable materials such as weeds, grass, roots, stumps, trash, broken concrete, excess material and other debris.

The protection and maintenance of existing signs and the removal, protection, storage and resetting of City of Roseville traffic signs that are affected by the work shall be the responsibility of the Contractor.

The Contractor shall be responsible for maintaining all existing drainage facilities and to reestablish the drainage ditches and facilities to their original location and condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Engineer, except when such realignment or modification of the existing facilities is set forth on the plans and in other items of work.

Preservation of survey monuments and markers encountered along the line of the work shall conform to the following: The Contractor shall notify the Engineer of monuments encountered and shall not remove or damage said monument until the monument can be cross-referenced and tied out by the Contractor. When the ties have been completed, the monument or marker can then be removed. If, through the negligence or carelessness on the part of the Contractor, notification is not made as provided above or markers are removed which are not in direct conflict with the construction, the Contractor shall be responsible for the cost of referencing, resurvey, and replacement of the monument or marker. Replacement of Survey monuments and boxes shall be

as set forth under Section 81 "Survey Monuments" of the Standard Specifications.

All materials removed as provided herein shall become the property of the Contractor and shall be disposed of off the City right-of-way or easement, unless otherwise set forth on the plans or in these Special Provisions. Existing public or private improvements which are designated on the plans or in these Special Provisions to be salvaged shall be carefully removed and stockpiled in the right-of-way or easement for later removal by City forces or the adjacent property owner, as specified.

During construction, provision shall be made to prevent siltation of the downstream drainage system, either from winter runoff or from any dry season flow passing through the construction site. Such provisions may include silt basins, silt fences or other physical means. If the Contractor's methods fail to prevent siltation or he/she fails to provide a protection against siltation, he/she shall clean the downstream drainage system to the satisfaction of the Engineer, and he shall be responsible for any damage which might result.

Measurement and payment for all items discussed under this section, and not limited to, shall be paid for under the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

SECTION 17. WATERING

17-1.01 WATERING

Developing a water supply and applying watering shall conform to the provisions in Section 17 "Watering" of the Standard Specifications and these special provisions.

17-1.05 WATER SUPPLY

Water for dust control and other operations for this contract will be furnished by the City of Roseville from available fire hydrants. The Contractor shall apply with the City of Roseville Environmental Utilities Division, for a permit and pay associated fees for each fire hydrant used. The Utility Division may put restrictions on the amount of water that can be taken from nearby hydrants. The Contractor shall call the Environmental Utility Division for more information.

The Contractor will be required to attach an approved and tested backflow device provided by City of Roseville Environmental Utilities Department.

Full compensation for water supply shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

SECTION 52. REINFORCEMENT

52-6.00 REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Full compensation for reinforcement shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

SECTION 73. CONCRETE CURBS AND SIDEWALKS

73-1.01 MISCELLANEOUS CONCRETE CONSTRUCTION

Minor Concrete (Sidewalk) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

The contract price paid Minor Concrete (Sidewalk) shall be considered as included in the lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

SECTION 86. LIGHTING AND ELECTRICAL SYSTEMS

86-1.01 SCHEDULING OF WORK & SUBMITTALS

D. SCHEDULE

Scheduling of work shall conform to the provisions in Section 86-1.07, "Scheduling of Work", of the State Standard Specifications and the Special Provisions.

E. SUBMITTALS

The list shall include, for each item, the manufacturer, manufacturer's catalog number, type of class, the rating, capacity, size, etc. Submittals shall include:

1. Conduit and Fittings
2. Pull Boxes and Covers
3. Luminaires, Poles, and Mountings
4. Wiring Devices, Boxes and Covers
5. Wire
6. Fuses, and Fused Splice Connectors

The Contractor shall submit a minimum of six (6) copies of all submittals including, but not limited to, shop drawings, schedules and reports, product data, manufacturer's instructions, design calculations, traffic control plans, design drawings and other material required in the Contract Documents.

F. SUBSTITUTION

Substitution: Only one substitution for each type of equipment or material will be considered.

86-1.02 MAINTAINING EXISTING FACILITIES

Maintaining existing electrical systems shall conform to the provisions in Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems," of the Standard Specifications and these special provisions.

Payment for Maintaining Existing and Temporary Traffic Facilities shall be considered as included in the contract lump sum price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

86-1.03 CONDUIT

Conduit shall conform to the provisions in Section 86-2.05, "Conduit", of the Standard Specifications and these special provisions.

Conduit to be installed underground shall be Schedule 40 PVC type with no concrete cover unless otherwise noted.

Conduit runs shown on the plans are diagrammatic only.

When a standard coupling cannot be used for coupling metal-type conduit, a UL-listed threaded union coupling, as specified in the third paragraph in Section 86-2.05C, "Installation", of the Standard Specifications, or a concrete-tight split coupling or concrete-tight set screw coupling shall be used.

Rigid metal conduit to be installed shall not be used as a drilling or jacking rod. Insulating bonding bushings will be required on metal conduit.

After conductors have been installed, the ends of conduits terminating at pull-boxes and cabinets shall be sealed with an approved duct sealing compound.

Conduits entering pull-boxes shall enter at an angle not greater than 45° from the horizontal.

Payment for installing conduit on the project shall be considered as included in the contract lump sum price paid for Lighting Upgrades.

86-1.04 CONDUCTORS AND WIRING

Except as noted below for the overhead electric line, conductors and wiring shall conform to the provisions in Section 86-2.08, "Conductors", and Section 86-2.09, "Wiring", of the Standard Specifications and these special provisions.

"Method B" shall be used to insulate all splices. See Standard Plan ES-13 for splicing details.

Provide heat shrink type wire markers sleeves on all wiring within pull boxes to identify the function of each circuit conductor. Markers shall be labeled with permanent printing, and shall identify conductors as Street Lighting.

Payment for installing conductors and wiring on the project shall be considered as included in the contract lump sum price paid for Lighting Upgrades.

86-1.05 STREET LIGHTING STANDARDS

Street light luminaires and poles shall be as indicated on the Drawings.

Street light foundations shall conform to the provisions in Section 86-2.03, "Foundations", of the Standard Specifications, these special provisions and as shown on the plans. Submit concrete mix design for the concrete foundation. Approval required prior to placement of concrete.

Anchor bolts shall conform to the requirements in ASTM Designation: F 1554, Grade 55.

Bolts, nuts, and washers for general application must conform to the provisions in Section 55-2.01, "Materials", of the Standard Specifications.

The City shall approve the location of each new pole and post prior to the excavation for the foundation. The Contractor shall exercise caution when excavating for the foundation to avoid conflicts with any existing underground utility lines. The Contractor shall notify the City and appropriate utility company immediately if conflicts with existing utilities occur. Should the location of poles need to be relocated because of conflicts, the Contractor shall do so at no additional cost to the City.

Existing street lighting poles and standards shall be removed and installed as indicated on the Drawings.

When a foundation is to be abandoned, the top of the foundation shall be removed to a depth of not less than 24-inches below the top of the finish grade.

Payment for all labor, materials, equipment, and incidentals for installing street lighting standards shall be considered as included in the contract lump sum price paid for Lighting Upgrades.

86-1.06 NUMBERING OF ELECTRICAL EQUIPMENT

The Contractor shall place numbers on the equipment as directed by the City.

Payment for all labor, materials, equipment, and incidentals for Numbering of Electrical Equipment shall be considered as included in the contract unit price paid for Lighting Upgrades and no additional compensation will be allowed therefor.

86-1.07 TESTING

Testing shall conform to the provisions of Sections 86-2.14, "Testing", of the Standard Specifications and these special provisions.

The functional test for each system shall consist of not less than fifteen (15) days. If unsatisfactory performance of the system develops, the conditions shall be corrected, and the tests shall be repeated until the fifteen (15) days of continuous, satisfactory operation is obtained.

The following rules shall be observed during the functional test:

- a. It is assumed that all equipment will be in first-class working order at the beginning of the test; therefore, adjustment or replacement of components will be considered as a malfunction and cause for termination of the test.
- b. The test period shall be started on a date mutually agreeable to the City and the Contractor.
- c. A malfunction in a local controller cabinet or its components will terminate the test at that location only.
- d. The Contractor shall coordinate with the Engineer during the test period. The City will provide someone thoroughly familiar with the maintenance and operation of the equipment. Upon receipt of the malfunction report, the Contractor shall respond with a call to a representative of the City. In the event of a malfunction, the restoration of normal operation shall not be delayed by an attempt to determine responsibility for the cause of the malfunction. If the cause of the malfunction cannot be ascertained prior to the restoration of normal operation and subsequent investigation does not reveal that the malfunction was

caused by circumstances beyond the Contractor's control, it shall be assumed that the equipment has failed.

e. In the event that it is not possible for the Contractor's representative to agree on the cause of the malfunction, the City's decision shall be binding.

f. During malfunctions beyond the Contractor's control, the acceptance test shall be suspended until corrections have been made. Malfunctions to be excluded from this test include:

- i. Luminaire failure.
- ii. Failures caused by other than Contractor supplied equipment or personnel.
- iii. Failures caused by natural disasters or acts of God.

Payment for all labor, materials, equipment, and incidentals for testing lighting equipment shall be considered as included in the contract lump sum price paid for Lighting Upgrades.

86-1.08 REMOVING, OR SALVAGING ELECTRICAL EQUIPMENT

Salvaged electrical materials including but not limited to posts, standards, luminaires, and mounting hardware shall be taken to a location as directed by a Roseville Electric and/or City Representative.

Removing Electrical Equipment: Existing electrical equipment shown on the plans or specified to be removed and not reused or salvaged, including pull boxes, conduit, and wire shall become the property of the Contractor, removed from the project site, and disposed of properly.

Payment for all labor, materials, equipment, and incidentals for removing, reinstalling or salvaging equipment shall be considered as included in the contract lump sum price paid for Lighting Upgrades.

EXHIBIT C



4300 Astoria Street
Sacramento, CA 95838
PH: 916-568-7700
FX: 916-568-7713
www.vasko.com

May 26, 2014

City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

Re: Historic Roseville water tower lighting

Per our discussion and my site review, Vasko Electric, Inc. is pleased to propose the following scope of work and pricing:

INCLUSIONS

- Demo 4 existing ground lights on corners of tower base
- Install four new LED up-lights to be mounted on corners of tower 10' above ground
- Run new conduit feed from ground lighting circuit up tower to feed new led lighting

EXCLUSIONS

- Engineering, drawings, permits
- Painting new conduit or run to match tower

Total cost: \$4,851.00

Please call with any questions or changes to the above scope of work.
Thank you for allowing Vasko Electric, Inc. to provide this proposal.

Vince Linarez
Service Manager

EXHIBIT D

CHAPTER 12: LABOR STANDARDS



CHAPTER PURPOSE & CONTENTS

This chapter provides states with general information on labor standards as these requirements apply to CDBG-funded construction work. The following topics are covered:

SECTION	TOPIC
12.1	Overview of the Labor Standards Requirements

12.1 Overview of the Labor Standards Requirements

- ✓ Construction work that is financed in whole or in part with CDBG funds must adhere to certain Federal labor standards requirements. This chapter describes the policies and procedures that must be followed when undertaking construction projects with CDBG funds to ensure compliance with the labor laws and requirements.

Key Topics in This Section	<ul style="list-style-type: none">✓ Overview of requirements and responsibilities of the state✓ Applicable laws and regulations✓ Other resources
Regulatory/Statutory Citations	Section 110; 40 USC, Chapter 3, Section 276a-276a-5; 29 CFR Part 1, 3, 5, 6 and 7; 40 USC, Chapter 3 Section 276c; 18 USC, Part 1, Chapter 41, Section 874; 29 CFR Part 3; 40 USC Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240
Other Reference Materials on This Topic	<ul style="list-style-type: none">✓ Excluded Parties List https://www.epls.gov/✓ "Making Davis-Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies"✓ "Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects"✓ CDBG – Toolkit on Crosscutting Issues http://www.hud.gov/offices/cpd/communitydevelopment/toolkit/index.cfm

- ✓ Under the labor laws, the prime or general contractor is responsible for full compliance with applicable requirements, including all employers/subcontractors on the project. The state and UGLG are responsible for the administration and enforcement of the requirements to ensure compliance.
- ✓ Before general labor laws and regulations are checked for compliance requirements, the first task that the UGLG must conduct is to ensure any contractor or subcontractor are not listed on the Federal government's Excluded Parties List prior to the execution of any contract. The website for checking excluded parties is noted above.



12.1.1 Labor Laws and Requirements

- ✓ The labor laws that may apply to CDBG-funded construction work include the following:
 - The **Davis-Bacon Act** (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area. Davis-Bacon does not apply to the rehabilitation of residential structures containing less than eight units or force account labor (construction carried out by employees of the UGLG). HUD has concluded that new construction (as well as rehabilitation) of residential property is exempt from Federal labor standards if the property contains less than 8 units. HUD should be contacted if there is any situation where the applicability of Davis-Bacon is in question; however, here are a few examples of 8+ unit properties:
 - 5 townhouses side-by-side which consist of 2 units each.
 - 3 apartment buildings each consisting of 5 units and located on one tract of land.
 - 8 single-family (not homeowner) houses located on contiguous lots.
 - The **Copeland Anti-Kickback Act** (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
 - The **Contract Work Hours and Safety Standards Act** (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
 - **Section 3 of the Housing and Urban Development Act of 1968**, as amended requires the provision of opportunities for training and employment that arise through HUD-financed projects to lower-income residents of the project area. Also required is that contracts be awarded to businesses that provide economic opportunities for low- and very low-income persons residing in the area. Please see the Fair Housing chapter of this manual for more information.
- ✓ NOTE: Some states have labor laws that may also apply to CDBG-funded construction projects. If Federal and State laws differ, states must comply with the more stringent of the two.
- ✓ HUD has published two guides that are available for downloading from its web site on labor standards requirements. These documents are "Making Davis Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies" and "Contractor's Guide to Davis-Bacon: Prevailing Wage Requirements for Federally-Assisted Construction Projects."
- ✓ Additional information is available on HUD's Office of Labor Relations web site at <http://www.hud.gov/offices/olr/>.
- ✓ Finally, there are some sample forms and templates on the website referenced above, CDBG – Toolkit on Crosscutting Issues.



12.1.2 Bidding and Contracting Requirements

- ✓ Once it is determined that a construction project is subject to Federal labor standards requirements, certain steps must be taken to ensure compliance. Specifically, states and UGLG must include all applicable labor standards language and the appropriate wage decision in construction bid and contract documents.

Wage Rate Decisions

- ✓ The Davis-Bacon wage decision that applies to a project contains a schedule of work/job classifications and the minimum wage rates that must be paid to persons performing particular jobs. Some wage decisions cover several counties and/or types of construction work.
- ✓ The state and UGLG may access Federal wage rate decisions through the internet at www.wdol.gov. Federal wage determinations are generally issued for four categories: Building, Residential, Heavy, and Highway. It is important to understand the differences when determining which rate category to request to avoid paying wages from an inappropriate determination.
 - **Building construction** generally includes construction of sheltered enclosures with walk-in access for housing persons, machinery, equipment or supplies. This includes all construction within and including the exterior walls, both above and below grade.
 - **Residential projects** involve the construction, alteration or repair of single-family houses or apartment buildings no more than four stories tall.
 - **Heavy construction** is generally considered for all construction not properly classified as highway, residential, or building. Water and sewer line construction will typically be categorized as heavy construction.
 - **Highway projects** include construction, alteration or repair of roads.
- ✓ HUD should be consulted if there are questions about properly identifying the type of wage determination and/or modifications.
- ✓ If a work classification that is needed for the project does not appear on the wage decision that will be used, the UGLG must request an additional classification and wage rate from the state and HUD. Requests must be made in writing through the state and must meet certain criteria to be approved. Requests which fail to meet HUD approval are forwarded to DOL for final determination.
- ✓ Apprentices and trainees may be paid less than the journeyman's rate for their craft only if registered in a program approved by the DOL or a state apprenticeship agency recognized by DOL.

Labor Clauses and Wage Decisions in Bid and Contract Documents

- ✓ The labor clauses, which are contained in HUD-4010, and the applicable wage rate decision (and any additional classifications), must be a physical part of the bid package. The labor clauses obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and provide remedies and sanctions should violations occur.



- Ten days prior to bid opening, the UGLG must check to see if the wage decision has been modified. If so, UGLGs should notify all potential bidders appropriately in conformance with local procurement procedures.
- If a contract has been awarded but construction has not yet begun within 90 days of the award, the UGLGs must also determine if any modifications have been issued to the wage decision. If so, the contractor must adhere to the modified wage decision.

12.1.3 Enforcement of Requirements during Construction

During construction, the UGLG is responsible for enforcing the labor standards requirements described in this chapter. This includes good construction management techniques (e.g., pre-construction conferences, issuance of notices to proceed and payments tied to compliance with the labor requirements), in addition to payroll reviews and worker interviews.

Pre-construction Conference

- ✓ Pre-construction conferences are no longer required in order to comply with Federal labor standards requirements. However it is recommended that UGLGs hold them prior to the start of work to review contractual requirements, including labor, and performance schedules.
- ✓ The UGLG as well as performance expectations. Items that should be covered at the pre-construction conference include, but are not limited to:
 - Provide and review with the contractor with a copy of the “Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects.” This guide can be downloaded from at: <http://www.hud.gov/offices/olr/library.cfm>.
 - Explain that the contractor must submit weekly payrolls and Statements of Compliance signed by an officer of the company, and that the prime contractor is responsible for obtaining and reviewing payrolls and Statements of Compliance from all subcontractors.
 - Explain that wages paid must conform to those included in the wage rate decision included in the contract. Discuss the classifications to be used. If additional classifications are needed, contact HUD immediately.
 - Explain that employee interviews will be conducted periodically during the project.
 - Emphasize that a copy of the wage rate decision must be posted at the job site.
 - Explain that apprentice or trainee rates cannot be paid unless the apprentice or training program is certified by the State Bureau of Apprenticeship and Training. If apprentices or trainees are to be used, the contractor must provide the UGLG with a copy of the State certification of his/her program.
 - If the contract is \$100,000 or greater, explain that workers must be paid overtime if they work more than 40 hours in one week, and that failure to pay workers at least time and a half whenever overtime violates the Contract Work Hours and Safety Standards law. In addition to restitution, noncompliance with this law makes the contractor liable for liquidated damages of \$10 per day for every day each worker exceeded 40 hours a week without being paid time and a half.
 - Explain that no payroll deductions can be made that are not specifically listed in the Copeland Anti-kickback Act provisions unless the contractor has obtained written



permission of the employee. Unspecified payroll deductions are a serious discrepancy and must be resolved prior to further contractor payments.

- Provide contractor with posters for the job site, such as the "Notice to All Employees Working on Federal or Federally Financed Construction Projects." These posters and others that are required are available at:
<http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>.
- The UGLG should also describe the compliance monitoring that will be conducted during the project, and indicate that discrepancies and underpayments discovered as a result of compliance monitoring must be resolved prior to making further payment to the contractor. Remind the contractor that labor standards provisions are as legally binding as the technical specifications, and failure to pay specified wages will result in contractor payments being withheld until all such discrepancies are resolved and potentially restitution, liquidated damages and/or recommendation for debarment.

Notice to Proceed

- ✓ Following execution of the contract documents and completion of the pre-construction conference, it is typical practice to issue a Notice to Proceed to the prime/general contractor to begin performance of the work. The Notice to Proceed establishes the construction start date and the scheduled completion date, and provides the basis for assessing liquidated damages. The construction period and basis for assessing liquidated damages must be consistent with those sections of the contract documents.

Payroll Review

- ✓ Once construction is underway, the prime/general contractor should complete a weekly payroll report for its employees on the covered job and sign the Statement of Compliance. The prime/general contractor must also obtain weekly payrolls (including signed Statements of Compliance) from all subcontractors as they work on the project.
- ✓ Certified payroll reports should be submitted by the prime/general contractor to the UGLG within a reasonable timeframe so as to ensure compliance, typically no more than 10 working days following the end of the payroll period.
- ✓ The HUD payroll form (WH-347) does not have to be used, but alternative payroll documentation must include all of the same elements in order to determine compliance with applicable regulations. The Statement of Compliance must be completed and signed by an authorized representative of the company and submitted in conjunction with the payroll form (or alternate equivalent payroll documentation).
- ✓ The payrolls should be reviewed by the general contractor to ensure that there are no discrepancies or underpayments. Remember that the prime contractor is responsible for the full compliance of all subcontractors on the project and will be held accountable for any wage restitution that may be necessary. This includes restitution for underpayments and, potentially, liquidated damages that may be assessed for overtime violations.
- ✓ UGLGs should review a payroll to ensure that workers are being paid no less than the prevailing Davis-Bacon wages and that there are no other falsifications.
- ✓ In addition to the falsification indicators described in the HUD guidance, items to be spot-checked should include:



- The correct classification of workers;
 - A comparison between the classification and the wage determination to determine whether the rate of pay is at least equal to the rate required by the determination;
 - A review to ensure that work by an employee in excess of 40 hours per week is being compensated for at rates not less than one and one-half times the basic rate of pay;
 - Review of deductions for any non-permissible deductions; and
 - The Statement of Compliance has been signed by the owner or an officer of the firm.
- ✓ Any discrepancies and/or falsification indicators must be reported to the state and HUD, along with the steps being taken by the UGLG to resolve the discrepancies. Where underpayments of wages have occurred, the UGLG and state is responsible to make sure the correct wages are paid and that the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. UGLGs and states should contact HUD for assistance if a violation occurs.

On-Site Interviews

- ✓ The labor standards requirements include periodically conducting job site interviews with workers. The purpose of the interviews is to capture observations of the work being performed and to get direct information from the laborers and mechanics on the job as to the hours they work, the type of work they perform and the wage they receive.
- ✓ Interviews should occur throughout the course of the construction and include a sufficient sample of job classifications represented on the job as well as workers from various companies to allow for a reasonable judgment as to compliance.
- ✓ Information gathered during an interview is recorded on the Record of Employee Interview form (HUD-11).
 - The interview should take place on the job site and conducted privately (this is a one-on-one process).
 - The interviewer should observe the duties of workers before initiating interviews. Employees of both the prime contractor and subcontractors should be interviewed.
 - To initiate the interview, the authorized person shall:
 - Properly identify himself/herself;
 - Clearly state the purpose of interview; and
 - Advise the worker that information given is confidential, and his/her identity will be disclosed to the employer only with the employee's written permission.
 - When conducting employee interviews, the interviewer should pay particular attention to:
 - The employee's full name;
 - The employee's permanent mailing address;
 - The last date the employee worked on that project and number of hours worked on that day. The interviewer should make it clear that these questions relate solely to work on the project and not other work.



- The employee's hourly rate of pay. The aim is to determine if the worker is being paid at least the minimum required by the wage decision.
 - The interviewer should be sure the worker is not quoting their net hourly rate or "take-home" pay.
 - If it appears the individual may be underpaid, the interviewer should closely question the worker:
 - (a) Ask for any records.
 - (b) Arrange to re-interview the employee.
- Enter the worker's statement of his/her classification.
- Observe duties and tools used:
 - If worker's statements and observations made by the interviewer indicate the individual is performing duties conforming to classification, indicate this on the Record of Employee Interview form.
 - If there are discrepancies, detailed statements are necessary.
- Enter any comments necessary.
- Enter date interview took place.
- ✓ The HUD-11s must be compared to the corresponding contractor and subcontractor payroll information.
 - If no discrepancies appear, "None" should be written in the comment space of the Record of Employee Interview form and it should be signed by the appropriate person.
 - If discrepancies do appear, appropriate action should be initiated. When necessary action has been completed, the results must be noted on the interview form.
- ✓ If there are wage complaints, the interviewer should complete the Federal Labor Standards Complaint Intake Form (HUD Form 4731). The complaint must be investigated and resolved. Contact HUD if necessary.

Progress Payments

- ✓ Upon receipt of requests for payment during construction, the UGLGs should check that labor standards compliance is being met.
 - All weekly payrolls and Statements of Compliance have been received, reviewed and any discrepancies resolved; and
 - Employee interviews have been conducted as necessary, checked against payrolls and the wage rate decisions, and all discrepancies corrected.
- ✓ Although retainage is not a requirement, many UGLSs have found it helpful to maintain 10 percent retainage from partial payments until after final inspection, in case of any unresolved problems.



Final Payment

- ✓ When construction work has been completed, the contractor will submit a final request for payment. Before making final payment, the UGLG must ensure that:
 - All weekly payrolls and Statements of Compliance have been received and any discrepancies have been resolved;
 - All discrepancies identified through job site interviews have been resolved; and
 - All files are complete.

12.1.4 Restitution for Underpayment of Wages

- ✓ Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.
- ✓ Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due.
- ✓ UGLGs must notify the prime contractor in writing of any underpayments that are found during payroll or other reviews. The notification should describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The prime contractor is allowed 30 days to correct the underpayments.
- ✓ The employer is required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (e.g., payrolls #1 through #6; or a beginning date and ending date). The correction payroll must list:
 - Each employee to whom restitution is due and their work classification;
 - The total number of work hours;
 - The adjustment wage rate (the difference between the required wage rate and the wage rate paid);
 - The gross amount of restitution due;
 - Deductions; and
 - The net amount to be paid.
- ✓ A signed Statement of Compliance must be attached to the corrected payroll form and each employee who has received restitution should sign the corrected payroll as evidence of their receipt of the payments.
- ✓ The UGLG should review the correction payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed. Additional payments must be documented on a supplemental correction payroll within 30 days.
- ✓ Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. In these cases, at the end of the project the



prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The UGLG should continue to attempt to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers should be forwarded to HUD.

- ✓ Additional information is available from HUD on disputes, withholding, deposits and escrow accounts including in the publication "Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects."

12.1.5 Documentation & Reporting Requirements

Documentation

- ✓ UGLGs and states must maintain documentation to demonstrate compliance with the labor standards requirements including, but not limited to:
 - Bid and contract documents with the labor standards clause and wage decision;
 - Payroll forms from the contractor and subcontractors, including signed statements of compliance;
 - Documentation of on-site job interviews and review of the corresponding payroll to detect any discrepancies;
 - Documentation of investigations and resolutions to issues that may have arisen (e.g., payments to workers for underpayments of wages or overtime); and
 - Enforcement reports (see below for more information).
- ✓ The labor standards compliance documents contain highly sensitive and confidential information. With the growing rise in identity theft and fraud, it is critical to carefully guard this sensitive information so that the person(s) for whom the information has been collected are not unduly exposed to financial or personal risk.
- ✓ The standard compliance documents must be preserved and retained for a period of five years following the completion of work. Therefore, it is important to follow guidelines outlined in the Labor Relations Letter 2006-02 to minimize risk of improper and/or unnecessary disclosure, including:
 - Keep sensitive materials secret at all times (in locked file cabinet, not left in areas accessible to the public);
 - Do not include Social Security Numbers on documents and records unless it is absolutely necessary;
 - Do not disclose the identity of any informant unless it is necessary and only if authorized by the informant; and
 - Dispose of documents and records containing sensitive information responsibly.

Reporting

- ✓ UGLGs and states must report to the Department of Labor on all covered contracts awarded and on all enforcement actions taken each six months. HUD collects the reports from its

Chapter 12: Labor Standards



client agencies and compiles a comprehensive report to DOL covering all of the Davis-Bacon construction activity.

- ✓ The Semi-Annual Report form (HUD-4710) and instructions (HUD-4710i) are available on HUD's web site and HUDClips (<http://www.hud.gov/offices/adm/hudclips/>) or on the website, CDBG – Toolkit on Crosscutting Issues.

>

General Decision Number: CA150009 01/30/2015 CA9

Superseded General Decision Number: CA20140009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

Rates

Fringes

Asbestos Workers/Insulator
(Includes the application of

all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 57.15	18.72
Area 2.....	\$ 44.05	18.62

ASBE0016-007 01/01/2013

	Rates	Fringes
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Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....

\$ 31.13	6.95
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BOIL0549-002 01/01/2013

	Rates	Fringes
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BOILERMAKER

(1) Marin & Solano Counties..	\$ 42.06	33.43
(2) Remaining Counties.....	\$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
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MARBLE FINISHER.....	\$ 28.05	14.01
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BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
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BRICKLAYER

AREA 1.....	\$ 36.48	19.59
AREA 2.....	\$ 39.96	23.79

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work,
manholes, catch basins, sewer pipes and telephone conduit
shall be paid \$1.25 per hour above the regular rate. Work
in direct contact with raw sewage shall receive \$1.25 per
hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour
above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 22.58	10.04
Area 2.....	\$ 22.58	12.50
Area 3.....	\$ 22.76	12.37
Area 4.....	\$ 22.26	11.85
Tile Layer		
Area 1.....	\$ 38.13	11.98
Area 2.....	\$ 36.43	13.74
Area 3.....	\$ 40.59	13.79
Area 4.....	\$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
Tehama, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 39.60	30.73
Diver standby.....	\$ 44.56	30.73
Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed gas).....	\$ 48.56	30.73
Manifold Operator (Standby).....	\$ 43.56	30.73

DEPTH PAY (Surface Diving):
050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 40.35	27.97
Area 3.....	\$ 34.97	27.97
Area 4.....	\$ 33.62	27.97
Drywall Stocker/Scraper		
Area 1.....	\$ 20.18	16.30
Area 3.....	\$ 17.49	16.30
Area 4.....	\$ 16.81	16.30

CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		

Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP0035-010 07/01/2014

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 23.36	18.31
Installer II.....	\$ 19.93	18.31
Lead Installer.....	\$ 26.81	18.81
Master Installer.....	\$ 31.03	18.81
Area 2		
Installer I.....	\$ 20.71	18.31
Installer II.....	\$ 17.76	18.31
Lead Installer.....	\$ 23.68	18.81
Master Installer.....	\$ 27.31	18.81
Area 3		
Installer I.....	\$ 19.76	18.31
Installer II.....	\$ 16.99	18.31
Lead Installer.....	\$ 22.56	18.81
Master Installer.....	\$ 29.58	18.81

CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory

inside the city limits of Placerville.

CARP0046-002 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP1599-001 07/01/2014		

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

ELEC0180-001 06/01/2014		

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 45.31	3%+20.13

ELEC0180-003 12/01/2014		

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 35.66	3%+15.30

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work
when installed in raceways (including wire and cable
pulling) and when performed on new or major remodel
building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS
SYSTEMS that transmit or receive information and/or control
systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.68	3%+12.85
Sound & Communications		
Technician.....	\$ 28.38	3%+12.85

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access
control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO

THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 39.06	18.54
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2013

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	14.62

ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 47.20 16.76

ELEC0551-005 12/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 36.80	16.41

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2015

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.44	15.71

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer,		
Heavy Line Equipment Man....	\$ 45.62	4%+13.30
(3) Tree Trimmer.....	\$ 32.07	4%+9.80
(4) Line Equipment Man.....	\$ 45.62	4%+9.80
(5) Powdermen,		
Jackhammermen.....	\$ 34.22	4%+9.80
(6) Groundman.....	\$ 31.31	4%+9.80

ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 50.30		15
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 40.17		14.56
(3) Groundman.....\$ 30.73		13.48
(4) Powderman.....\$ 44.91		13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 59.19		26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 40.53		27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 35.57		27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 34.45		27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 31.15		27.81
AREA 2:		
(1) Leverman.....\$ 42.53		27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 37.57		27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate;		

Dredge Tender; Winch		
Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler..	\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44

GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44

GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels,
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie
back machine assistant to engineer or mechanic; Crane
mounted continuous flight tie back machine, tonnage to
apply; Crane mounted drill attachment, tonnage to apply;
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
Multiple engine scraper (when used as push pull); Power
shovels, up to and including 1 cu. yd.; Pre-stress wire
wrapping machine; Side boom cat, 572 or larger; Track
loader 4 cu. yds. and over; Wheel excavator (up to and
including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;
Combination backhoe and loader up to and including 3/4 cu.
yd.; Concrete batch plant (wet or dry); Dozer and/or push
cat; Pull- type elevating loader; Gradesetter, grade
checker (GPS, mechanical or otherwise); Grooving and
grinding machine; Heading shield operator; Heavy-duty
drilling equipment, Hughes, LDH, Watson 3000 or similar;
Heavy-duty repairperson and/or welder; Lime spreader;
Loader under 4 cu. yds.; Lubrication and service engineer
(mobile and grease rack); Mechanical finishers or spreader
machine (asphalt, Barber-Greene and similar); Miller

Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals);
 Self-propelled compactor (without dozer); Signalperson;
 Slip-form pumps (lifting device for concrete forms); Tie
 spacer; Tower mobile; Trenching machine, maximum digging
 capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;
 Brakeperson; Combination mixer and compressor
 (shotcrete/gunite); Compressor operator; Deckhand; Fire
 tender; Forklift (under 20 ft.); Generator;
 Gunite/shotcrete equipment operator; Hydraulic monitor; Ken
 seal machine (or similar); Mixermobile; Oiler; Pump
 operator; Refrigeration plant; Reservoir-debris tug (self-
 propelled floating); Ross Carrier (construction site);
 Rotomist operator; Self-propelled tape machine; Shuttlecar;
 Self-propelled power sweeper operator (includes vacuum
 sweeper); Slusher operator; Surface heater; Switchperson;
 Tar pot firetender; Tugger hoist, single drum; Vacuum
 cooling plant; Welding machine (powered other than by
 electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743
 series or smaller, and similar (without attachments); Mini
 excavator under 25 H.P. (backhoe-trencher); Tub grinder
 wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over
 100 tons; Derrick, over 100 tons; Derrick barge
 pedestal-mounted, over 100 tons; Self-propelled boom-type
 lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and
 including 7 cu. yds.; Crane, over 45 tons up to and
 including 100 tons; Derrick barge, 100 tons and under;
 Self-propelled boom-type lifting device, over 45 tons;
 Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.
 yd.; Cranes 45 tons and under; Self-propelled boom-type
 lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,
 non-rotating over 15 tons; Truck-mounted rotating
 telescopic boom type lifting device, Manitex or similar
 (boom truck) over 15 tons; Truck-mounted rotating
 telescopic boom type lifting device, Manitex or similar
 (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
 Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
 device over 100 tons; Truck crane or crawler, land or barge
 mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing		
and Structural.....	\$ 33.50	28.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
 Naval Post Graduate School - Monterey, Yermo Marine Corps
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LABO0067-002 12/01/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
 MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
 NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
 MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
 NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN,
 SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
 STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND
 YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.06	9.62
LABORER (Lead Removal)		
Area A.....	\$ 29.02	19.42
Area B.....	\$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial
 site clean-up; site preparation; removal of
 asbestos-containing materials from walls and ceilings; or
 from pipes, boilers and mechanical systems only if they are
 being scrapped; encapsulation, enclosure and disposal of
 asbestos-containing materials by hand or with equipment or
 machinery; scaffolding; fabrication of temporary wooden
 barriers; and assembly of decontamination stations.

 LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
 MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL
 DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED,
 MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN
 BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
 SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
 TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		

Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-002 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO0185-005 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/30/2014

MARIN COUNTY

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.36	17.34

LAB00324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.36	17.34

LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-004 01/01/2013

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.86	20.26

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.24	18.67

PAIN0016-007 01/01/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 30.02	16.32

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground

or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

PAIN0169-004 01/01/2013

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 41.88	21.59

* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.16	10.38
Spray Painter & Paperhanger.	\$ 24.01	10.38

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr
 Special Coatings (Spray), and Steeplejack = \$1.00/hr
 Special Coating Spray Steel = \$1.25/hr
 Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.81	11.68

PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.57	11.14

PAIN0767-004 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2013

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.73

PLAS0300-003 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo & Yuba Counties.....	\$ 31.41	22.26
AREA 355: Marin.....	\$ 34.75	22.26
AREA 355: Napa & Sonoma Counties.....	\$ 31.41	22.26

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	22.07

PLUM0038-002 07/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well		

as refrigeration
 pipefitting, service and
 repair work - MARKET
 RECOVERY RATE.....\$ 54.40 40.71
 (2) All other work - NEW
 CONSTRUCTION RATE.....\$ 64.00 43.29

PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 54.40	32.15

* PLUM0228-001 01/01/2015

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 37.50	26.39

PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	19.40
All Other Work.....	\$ 48.00	30.05

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.60	10.50

PLUM0355-001 07/01/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA
COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.55	9.25

* PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.50	25.89

PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake
Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER
(excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 41.77	22.35
Light Commercial Work.....	\$ 32.23	17.22

ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 35.06	13.89

ROOF0081-007 08/01/2014

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 33.23	13.79

SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 56.02	27.77

SFCA0669-003 07/01/2013ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.19	19.37

SHEE0104-006 07/01/2014

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 48.79	35.29
All other work.....	\$ 54.85	35.91

SHEE0104-009 07/01/2014AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.05	31.24

SHEE0104-010 07/01/2014

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.59	28.66

SHEE0104-011 07/01/2014BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 33.86	31.83

SHEE0104-014 07/01/2014

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.86	31.83

SHEE0104-019 07/01/2014BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 29.88	28.75
Mechanical Jobs over \$200,000.....	\$ 39.05	31.24

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.96	24.28
GROUP 2.....	\$ 28.26	24.28
GROUP 3.....	\$ 28.56	24.28
GROUP 4.....	\$ 28.91	24.28
GROUP 5.....	\$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.;

Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employee.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT E

LIGHTING UPGRADES - Base Bid: Does Not Include Alternate Bids 1, 2, 3 & 4

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
000001	12" trench & backfill in dirt (by hand)	lf	73		
000002	1" C pvc conduit in trench	lf	73		
000003	#12 solid copper conductor	lf	150		
000004	#10 solid copper conductor	lf	219		
000005	install conduit in exist pull box (cb)	ea	2		
000006	fused splice connector (2 pole)	ea	4		
000007	Lithonia Wall Luminaire	ea	1		
000008	Lithonia Bollard	ea	3		
000009	Stenberg Post Top Acorn Luminaire	ea	31		
000010	Cree XSPR Luminaire	ea	3		
000011	Pole Foundation	ea	1		
000012	Bollard Foundation	ea	3		
000013	3/4" GR Conduit	lf	50		
000014	Reinstall existing decorative standard	ea	1		
000015	Phillips Street View Luminaire	ea	5		
				SUB-TOTAL :	
				CONTINGENCY	
016	Contractor Mobilization Per Day	ea	15		
				TOTAL :	

Base Bid Lighting Costs: \$109,650.00

LIGHTING UPGRADES - With Alternate Bid 1, 2, 3 & 4

000001	Base Bid	ls	1		\$109,650.00
000002	Alternate Bid 1	ls	1		\$17,995.00
000003	Alternate Bid 2	ls	1		\$4,955.00
000004	Alternate Bid 3	ls	1		\$12,700.00
000005	Alternate Bid 4	ls	1		\$18,160.00
				TOTAL :	

All Inclusive Lighting Costs: \$163,460.00

ALTERNATE BID NO. 1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
000001	12" trench & backfill in dirt (by hand)	lf	40		
000002	1-1/2" C pvc conduit in trench	lf	40		
000003	#6 stranded copper conductor	lf	80		
000004	#5 pull box w/ standard cover	ea	1		
000005	install conduit in exist pull box (cb)	ea	1		
000006	fused splice connector (2 pole)	ea	1		
000007	Antique Street Lamp Pole	ea	1		
000008	Providence LED luminaire	ea	3		
000009	Pole Foundation	ea	1		
			ALT. No. 1	SUBTOTAL :	
				CONTINGENCY :	
			ALT. No. 1	TOTAL :	\$17,995.00

ALTERNATE BID NO. 2

000001	Lithonia Flood 8 COB	ea	2		
000002	Lithonia Flood Mounting Bracket-Twin	ea	1		
000003	Lithonia Flood Mounting Bracket-Single	ea	1		
000004	Lithonia Flood 6 COB	ea	1		
000005	#12 solid copper conductor	lf	60		
			ALT. No. 2	SUBTOTAL :	
				CONTINGENCY :	
			ALT. No. 2	TOTAL :	\$4,955.00

ALTERNATE BID NO. 3

000001	12" trench & backfill in dirt (by hand)	lf	93		
000002	1" C pvc conduit in trench	lf	93		
000003	#10 solid copper conductor	lf	279		
000004	#5 pull box w/ standard cover	ea	1		
000005	install pull box to exist conduit (bc)	ea	1		
000006	fused splice connector (2 pole)	ea	1		
000007	Domus Luminaire	ea	1		
000008	Domus Pole ARP4	ea	1		
000009	Domus Hook Bracket - Single	ea	1		
000010	Pole Foundation	ea	1		
			ALT. No. 3	SUBTOTAL :	
				CONTINGENCY :	
			ALT. No. 3	TOTAL :	\$12,700.00

ALTERNATE BID NO. 4

000001	Providence LED luminaire	lf	7		
000002	Remove Twin Arm	lf	2		
000003	Paint Pole	lf	5		
			ALT. No. 4	SUBTOTAL :	
				CONTINGENCY :	
			ALT. No. 4	TOTAL :	\$18,160.00



4300 Astoria Street
Sacramento, CA 95838
PH: 916-568-7700
FX: 916-568-7713
www.vasko.com

May 26, 2014

City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

Re: Historic Roseville water tower lighting

Per our discussion and my site review, Vasko Electric, Inc. is pleased to propose the following scope of work and pricing:

INCLUSIONS

- Demo 4 existing ground lights on corners of tower base
- Install four new LED up-lights to be mounted on corners of tower 10' above ground
- Run new conduit feed from ground lighting circuit up tower to feed new led lighting

EXCLUSIONS

- Engineering, drawings, permits
- Painting new conduit or run to match tower

Total cost: \$4,851.00

Please call with any questions or changes to the above scope of work.
Thank you for allowing Vasko Electric, Inc. to provide this proposal.

Vince Linarez
Service Manager



COUNCIL COMMUNICATION

6697

City Clerk Use Only

DATE: March 10, 2015

TITLE: Budget Adjustment, Purchase Order and Grant Authorization for Transit Fleet Replacements

CONTACT: Eileen Bruggeman, Alternative Transportation Analyst II
PH: (916)774-5293, e-mail: ebruggeman@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that the City Council take the following actions:

- a) Approve the Budget Adjustment of \$2,000,000 for the replacement of four (4) local fixed route buses;
- b) Authorize a purchase order to Gillig LLC for an amount not to exceed \$1,950,000 for the replacement of four (4) buses, utilizing Placer County RFP 10363 – Contract Number 000920, issued according to Federal competitive bid requirements; and
- c) Approve the Resolution authorizing the City Manager or his designee to submit an application to use a maximum of \$1,086,762 in FY09-FY15 Proposition 1B grant funds towards the purchase of replacement buses.

BACKGROUND

On April 17, 2013, the City Council approved a Transit Fleet Utilization and Replacement Plan, which included the replacement of four (4) local fixed route buses received in 2001 (Attachment 1). Federal funds were used to provide major rehabilitation of the vehicles in 2011 for the purpose of extending their useful life by four to five (4-5) years to approximately 2015 to 2016. Pursuant to the approved Transit Fleet Utilization and Replacement Plan the 2001 model buses are scheduled for replacement in FY16/17. Construction of new replacement buses typically requires 12 to 18 months, making it appropriate to order the replacement buses at this time.

The Placer County Procurement Services Division issued a Request for Proposal (Number 10363) in June 2014 that included an optional purchase by the City of Roseville of four (4) buses. Proposals were received and evaluated by a panel inclusive of City of Roseville Fleet Maintenance Division. Gillig LLC of Hayward, California ('Gillig') was selected as the top proposal, and the bus purchase contract was awarded by the Placer County Board of Supervisors in December, 2014 (Contract Number 000920). The pricing of the purchase agreement, including all options, was finalized by Placer County in February 2015. The contract was awarded in compliance with Federal Transit Administration (FTA) bus procurement requirements.

Routing Approval:

Handwritten signatures and initials for routing approval: ACM, FIN, NIA, IT, RS, ATTY.

AGENDA ITEM

6.20

DISCUSSION

Budget Adjustment and Purchase Order: Roseville Transit is coordinating with Gillig to purchase four (4) buses, consistent with the purchase options included in the Placer County Request for Proposal. It is projected the Roseville purchase will be less than \$1,900,000. Authorization of a purchase order to Gillig for an amount not to exceed \$1,950,000 provides a contingency amount of \$50,000, or 2.6% of the estimated cost.

The requested Budget Adjustment includes an additional \$50,000 for miscellaneous expenses such as in-plant inspection during bus assembly, project administration, and minor equipment expenditures. The total project budget is \$2,000,000.

Grant Authorization: February 4, 2015 City Council authorized use of Section 5307 grant funds in the amount of \$664,091 already awarded for various transit projects to be used towards the proposed bus purchase following approval of the grant amendment by the Federal Transit Administration (FTA).

In November 2006 voters approved Proposition 1B on the statewide ballot, which provides bond funds for a variety of transportation programs throughout the state. The Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) provides Proposition 1B funding for transit-related capital projects. At this time a maximum of \$1,086,762 in PTMISEA FY09-FY15 funds is available for use by the City of Roseville for eligible transit capital projects.

Staff recommends the City Manager or his designee be authorized to submit the allocation request and associated documents to apply the full amount of available FY09-FY15 State Proposition 1B PTMISEA funds towards the replacement of buses.

Combined with the previously authorized use of the Section 5307 FTA funds of \$664,091, a total of approximately \$1,750,853 in State and Federal grant funding would be available to fund the purchase of the four (4) buses. All State and Federal transit funds available will be used first for expenses incurred. Local funding will be used to fund any remaining expenses and will be paid from the Transportation Fund.

FISCAL IMPACT

The project will add a maximum \$1,750,853 in State and Federal grant funding to the Transportation Fund for the purpose of replacing four (4) buses, facilitating use of Transportation Fund monies for other projects. No General Fund money is being used to replace these buses, nor is any General Fund money used in the operation or maintenance of these vehicles.

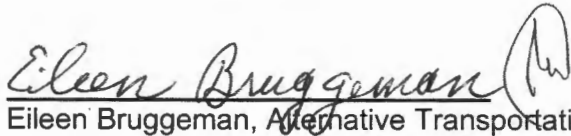
ECONOMIC DEVELOPMENT/JOBS CREATED

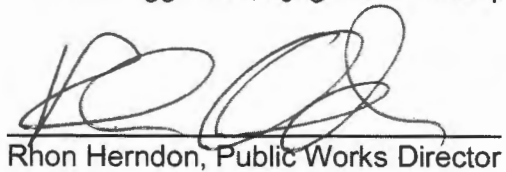
Using the federal guideline of one job for every \$92,000 in government spending, approximately 21.7 jobs will be created as a result of this procurement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed purchase of replacement buses does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully submitted,


Eileen Bruggeman, Alternative Transportation Analyst II


Rhon Herndon, Public Works Director

APPROVED:


Ray Kerridge, City Manager

Attachment 1:
Transit Fleet Utilization and Replacement Plan

Exhibits:

- A. Ordinance – Budget Adjustment for Project #159004
- B. Resolution Authorizing Submittal of PTMISEA Prop.1B Grant Application to use FY09-FY15 allocation for purchase of (4) Buses

ROSEVILLE TRANSIT FLEET UTILIZATION AND REPLACEMENT PLAN

Vehicle	Model Year	Type	Mode	Replacement Year	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
OH = Overhaul / RP = Replacement										
01-376	2001	30' Gillig HF	Local	2016	OH		A1		RP	
01-377	2001	30' Gillig HF	Local	2016		OH	A2			RP
01-400	2001	30' Gillig HF	Local	2016		OH	B1			RP
01-401	2001	30' Gillig HF	Local	2016		OH	B2			RP
03-475	2003	30' Orion CNG	Local	2013		RP	C			
03-477	2003	30' Orion CNG	Local	2013		RP	G			
03-478	2003	30' Orion CNG	Local	2013		RP	D/I			
03-479	2003	30' Orion CNG	Local	2013		RP	L			
09-414	2009	29' Gillig LF	Local	2019			M			
09-415	2009	29' Gillig LF	Local	2019			R			
09-416	2009	29' Gillig LF	Local	2019			S			
09-417	2009	29' Gillig LF	Local	2019			Spare			
09-418	2009	29' Gillig LF	Local	2019			Spare			
09-419	2009	29' Gillig LF	Local	2019			Spare			
03-311	2011	26' ARBOC	DAR Service	2018	Purchased		*			
03-308	2011	26' ARBOC	DAR Service	2018	Purchased		*			
03-310	2011	26' ARBOC	DAR Service	2018	Purchased		*			
08-444	2008	*21' DAR	DAR Service	2014			*Replace			
08-445	2008	*21' DAR	DAR Service	2014			*Replace			
08-446	2008	*21' DAR	DAR Service	2014			*Replace			
08-447	2008	*21' DAR	DAR Service	2014			*Replace			
08-466	2008	*21' DAR	DAR Service	2014			Replace			
08-467	2008	*21' DAR	DAR Service	2014			Replace			
08-468	2008	*21' DAR	DAR Service	2014			Replace			
08-469	2008	*21' DAR	DAR Service	2014			Replace			
00-461	2000	40' Gillig HF	Commute	2017	OH		Route 1/7			RP
00-462	2000	40' Gillig HF	Commute	2018		OH	Route 2/8			
00-464	2000	40' Gillig HF	Commute	2018		OH	Route 3			
00-465	2000	40' Gillig HF	Commute	2018		OH	Route 4			
09-408	2009	40' Gillig LF	Commute	2021			Route 5			OH
09-409	2009	40' Gillig LF	Commute	2023			Route 6			OH
09-410	2009	40' Gillig LF	Commute	2023			Route 9			OH
09-411	2009	40' Gillig LF	Commute	2023			Spare			
09-412	2009	40' Gillig LF	Commute	2023			Spare			
09-497	2009	40' Gillig LF	Commute	2023			Spare			
09-498	2009	40' Gillig LF	Commute	2023			Spare			
Total Replacement					3	4	8	0	1	4
Total Overhaul					2	6	0	0	0	3

ORDINANCE NO. 5477

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2014-15, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

<u>From:</u>	<u>To:</u>
00440-3750/159004-76 PTMISEA FY09-15 Prop1B – State Grant	\$1,061,093
00440-3751/159004-77 Sect. 5307 FTA – federal grant	\$664,091
Transportation Fund	\$274,816
90009-6000/159004-45 Bus Purchase (4)	\$1,950,000
90009-5101/159004-30 In Plant inspection services	\$8,000
90009-5215/159004-45 Misc. Small equipment Purchase	\$20,000
90009-5650/159004-01 Internal Labor and Administration	\$22,000

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

REQUESTER*: Mike Wixon, Alternative Transportation Manager
DEPARTMENT/DIVISION*: Public Works/Alternative Trans. Division
FISCAL YEAR/EFFECTIVE DATE*: FY 15
PROPOSED COUNCIL DATE (if applicable): March 18, 2015

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,950,000.00	90009	6000	440	159004	45	Bus Purchase (4)
8,000.00	90009	5101	440	159004	30	In Plant inspection services
20,000.00	90009	5215	440	159004	45	Misc. Small Equipment purchase
22,000.00	90009	5650	440	159004	01	Internal Labor and administration
\$ 2,000,000.00	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,061,093.00	00440	3750	440	159004	76	PTMISEA FY09-15 Prop1B - State grant
664,091.00	00440	3751	440	159004	77	Sect. 5307 FTA - federal grant
274,816.00			440			Transportation Fund
\$ 2,000,000.00	TOTAL					

FINANCIAL OFFICER	APPROVED	DATE	COMMISSIONER	DATE
	<i>Kelley Wixon</i>	3/23/15	<i>[Signature]</i>	

Justification for Budget Adjustment*:
To purchase (4) replacement Transit buses from Gillig, via the contract awarded by Placer County (piggyback agreement). This budget includes in-plant inspection during assembly of buses, staff time to oversee the purchase and preparation of Federally required documents, and purchase of minor equipment as needed (i.e., replacement cables). Grant funding to include \$1,061,093 State Prop1B funds through the PTMISEA program FY15 allocation, and \$664,091 federal funds through Section 5307 FTA grant. Remainder of funding to be provided through Fund 440 balance. PTMISEA may be a maximum of \$1,086,762, if able to apply residual FY09-FY15 funds (+\$24,946). If additional PTMISEA funding is secured, less funds from Transportation Fund will be used.

APPROVED	DATE	CITY MANAGER	DATE
<i>[Signature]</i>	3-26-2015		

RESOLUTION NO. 15-98

**AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT PROPOSITION 1B
TRANSIT-RELATED GRANT APPLICATION FOR FY09-FY15 ALLOCATION AND TO
EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS**

WHEREAS, in November 2006 Proposition 1B was approved which provided bond funds for a variety of transportation programs throughout the state; the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) provides funding for transit-related capital projects; and

WHEREAS, the FY09-FY15 PTMISEA allocation for use by the City of Roseville is \$1,086,762 for eligible transit-related capital projects; and

WHEREAS, combined with previously authorized use of the Section 6307 FTA funds of \$664,091, a total of approximately \$1,750,853 in State and Federal funding would be available to fund the purchase of four (4) buses.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville hereby authorizes the City Manager or his designee to submit all applications, forms and agreements for use of all available FY09-FY15 Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) grant funds.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

6698

City Clerk Use Only

DATE: February 23, 2015

TITLE: ROYER PARK TENNIS COURT RENOVATION PROJECT: BUDGET ADJUSTMENT

CONTACT: Rjahja Canlas, (916) 774-5342, rcanlas@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

1. Authorize a budget adjustment to re-direct the balance remaining of \$183,158.00 from the Royer Park Erosion Control Project to the Royer Tennis Court Project.
2. Authorize an increase percentage from 10% up to 20% for Staff to approve change order requests in an amount not to exceed 20% of the contact price, in accordance with the terms conditions of the agreement.

BACKGROUND

In January, Council approved the Royer Park Tennis Court Renovation Project. The scope of the project included removal of the existing asphalt concrete tennis courts. During the demolition phase, the contractor uncovered tennis courts (circa WWII) underneath the existing asphalt courts. In addition, the base material under the tennis courts was comprised of mainly sand with some silt. In order to construct the new courts, the contractor had to remove and dispose of both sets of tennis courts and install a geotextile fabric above the sand to provide additional reinforcement for the new tennis courts.

Staff requests the approval to re-direct the balance remaining from the Royer Park Erosion Control Project to this project. The funding source for each project was/is the General CIP Rehab Fund. The Royer Park Erosion Control Project has been completed and will be closed. The additional funding will be used to offset the unforeseen site conditions described above and will be made available should additional unforeseen site conditions/unsuitable materials be encountered as the project progresses toward completion.

At contract award, Council provided authorization to staff to approve change orders up to 10% of the contract price. Because of the age of the facility and conditions discovered in the field as noted above, staff requests an authorization to increase the approve change order amount not to exceed 20% of the total contract price.

FISCAL IMPACT

Funding for this project was from the General CIP Rehab Fund and was initially allocated in the FY09-10 budget with additional funding in the FY13-14 budget.

ECONOMIC DEVELOPMENT/JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project will create two new jobs.

Routing Approval:

ACM FIN N/A IT ATTY

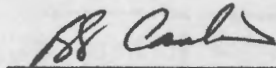
AGENDA ITEM

6.21

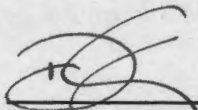
ENVIRONMENTAL REVIEW

The proposed project involves the reconstruction of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully submitted,



Rjahja Canlas, Park Development Analyst



Dominick Casey, Director, Parks, Recreation, and Libraries

APPROVED:



Ray Kerridge, City Manager

RESOLUTION NO. 15-94

APPROVING AN INCREASE TO CHANGE ORDERS FOR THE ROYER PARK TENNIS COURT RENOVATION PROJECT AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO APPROVE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement regarding the Royer Park Tennis Court Renovation Project, by and between the City of Roseville and Abide Builders, Inc., including authorization for the Parks, Recreation and Libraries Director to approve change orders not to exceed 10% of the contract price, was approved by City Council in January 2015; and

WHEREAS, because of the age of the facility and conditions discovered in the field, staff requests an authorization to increase the approve change order amount not to exceed 20% of the contract price; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Parks, Recreation, and Libraries Director shall be authorized to approve change orders for the Project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (20%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2014-15, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

<u>From:</u>	<u>To:</u>	
50001-6130/075001-45 Dry Creek Erosion at Royer	50001-6130/105001-45 Royer/Saugstad Tennis Courts	\$183,158
00310-8902/075001-95 Redirect Transfer Out (from 075001)		(\$183,158)
	00231-3902/105001-94 Redirect Transfer In to (105001)	\$183,158
00310-8902/105001-95 Redirect Transfer Out (to 105001)		(\$183,158)
	00231-3902/075001-94 Redirect Transfer In from 075001)	\$183,158

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Tara Gee/Lisa Gist

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries

FISCAL YEAR/EFFECTIVE DATE*: FY15/March 18, 2015

PROPOSED COUNCIL DATE (if applicable): 03/18/2015

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
183,158	50001	6130	231	105001	45	ROYER/SAUGSTAD TENNIS COURTS
183,158	00231	3902	231	105001	94	REDIRECT TRANSFER IN (TO 105001)
(183,158)	00231	3902	231	075001	94	REDIRECT TRANSFER IN (FROM 075001)
\$ 183,158	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
183,158	50001	6130	231	075001	45	DRY CREEK EROSION AT ROYER
(183,158)	00310	8902	310	075001	95	REDIRECT TRANSFER OUT (FROM 075001)
183,158	00310	8902	310	105001	95	REDIRECT TRANSFER OUT (TO 105001)
\$ 183,158	TOTAL					

FINANCE USE	Approved:	Comments:
	BUDGET MANAGER SIGNATURE	DATE

Justification for Budget Adjustment*:

In January Council approved the Royer Park Tennis Court Renovation Project. Unforeseen site conditions were discovered during the demolition phase when significantly older material was found under the existing asphalt courts. Remedy of this issue increases the funds needed to complete the project and increases the likelihood of additional unforeseen site conditions. Staff requests the approval to redirect the balance remaining from the Royer Park Erosion Control Project to this project. The Royer Park Erosion Control Project has been completed and will be closed.

Approved:	Approved:
REQUESTING DEPARTMENT HEAD SIGNATURE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

#6705

City Clerk Use Only

DATE: 02/26/2015
TITLE: City Manager's Office Staffing Changes
CONTACT: Linda Hampton, Senior Human Resources Analyst, (916)774-5215,
lhampton@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends reclassifying a Management Assistant classification to a Management Assistant I/II classification and replacing a Management Analyst allocation with a Management Assistant I/II allocation in the City Manager's office to better meet the business needs of the department. It is recommended that City Council take the following actions:

1. Motion to approve the attached City Manager's office allocation schedule; and,
2. Adopt an ordinance to approve the attached Confidential salary schedule (Appendix K) reflecting the addition of Management Assistant I/II (4456/4457) and the deletion of Management Assistant (4450) effective March 21, 2015.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. Staff is continually evaluating organizational structure and staffing levels necessary to provide high service levels to the community within the constraints of the budget.

The responsibilities and work load in the Manager's office have grown exponentially over the past three to four years. A team of three administrative staff provide support to six executives (City Manager, Assistant City Manager, Financial Executive, Deputy City Manager, two department heads) and the five City Councilmembers in addition to all other department staff members. In addition, the support team of three is now supporting the RCDC, Advantage Roseville, Development & Operations, and an expanded legislative and communications effort.

Staff is recommending reclassifying the Management Assistant classification to a Management Assistant I/II classification to allow for greater flexibility in recruiting and staffing for the position. Staff is also requesting that the current vacant Management Analyst allocation be reallocated to a Management Assistant I/II allocation. This would bring the number of administrative support positions up to the staffing levels of 2007 and allow staff to keep up with existing workload and support future projects.

Routing Approval:

ACM JP FIN NIA IT BS ATTY

AGENDA ITEM

6.22 JP

FISCAL IMPACT

The fiscal impact is based on the seven remaining pay periods. The proposed changes result in a \$12,103 savings for FY 2014-15 and ongoing FY 2015-2016 savings of \$44,955.

From	New Positions	Current Salary & Benefits	Proposed Salary & Benefits	FY 14/15 Impact
Management Analyst	Management Assistant I/II	\$151,126	\$106,171	\$ (12,103)

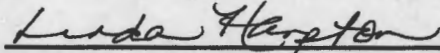
ECONOMIC DEVELOPMENT/JOBS CREATED

No new jobs will be created by this action.

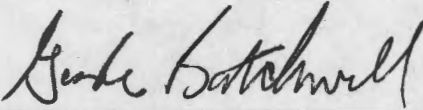
ENVIRONMENTAL REVIEW

Staffing changes are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully submitted,

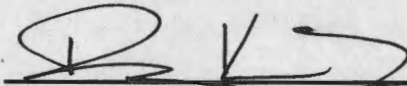


Linda Hampton, Senior Human Resources Analyst



Gayle Satchwell, Human Resources Director

APPROVED:



Ray Kerridge, City Manager

ORDINANCE NO. 5476

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 5449, THE SALARY ORDINANCE FOR CONFIDENTIAL
EMPLOYEES, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE
MARCH 21, 2015, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 5449, the Salary Ordinance for Confidential Employees, is hereby amended as shown on Appendix "K" attached hereto.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective March 21, 2015 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect March 21, 2015. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Position Allocation/Staffing Report
by Department and Location ("Division")

(Over)/
Under Staffed
Variance

PCN

Position Title

Allocated FTE

Staffed FTE

Variance

De

ment: 30 CITY MANAGER

Div/Loc: 01500 - CITY MANAGER - ADMINISTRATION

015001240	CITY MANAGER	1.000	1.000	
015002550	EXECUTIVE ASST TO THE CITY MGR	1.000	1.000	
015004457	MANAGEMENT ASSISTANT II	2.000	0.000	2.000
015004450	MANAGEMENT ASSISTANT	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 01500 - CITY MANAGER - ADMINISTRATION:		4.000	3.000	1.000

Div/Loc: 01520 - PUBLIC AFFAIRS & COMMUNICATION

015203451	GOVERNMENT RELATIONS ADMISTRAT	1.000	1.000	
015204517	MARKET & COMMUNICATIONS ANA II	1.000	0.000	1.000
015205610	PUBLIC AFFAIRS-COMMUNIC DIRECT	1.000	1.000	
015205565	PUBLIC INFORMATION OFFICER	1.000	1.000	
TOTAL FOR LOC/DIV 01520 - PUBLIC AFFAIRS & COMMUNICATION:		4.000	3.000	1.000

Div/Loc: 08100 - DEVELOPMENT AND OPS-ADMIN

081000325	ASSISTANT CITY MANAGER	1.000	1.000	
081001659	DEPUTY CITY MANAGER	1.000	1.000	
081002540	ENVIRONMENTAL COORDINATOR	1.000	1.000	
081004457	MANAGEMENT ASSISTANT II	1.000	0.000	1.000
081004450	MANAGEMENT ASSISTANT	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08100 - DEVELOPMENT AND OPS-ADMIN:		4.000	4.000	

TOTAL FOR DEPARTMENT 30 - CITY MANAGER:	12.000	10.000	2.000
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081004450	MANAGEMENT ASSISTANT	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08100 - DEVELOPMENT AND OPS-ADMIN:		0.000	1.000	(1.000)

TOTAL FOR DEPARTMENT 80 - DEVELOPMENT AND OPERATIONS:	0.000	1.000	(1.000)
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TOTAL FOR DEPARTMENT 82 - PLANNING,REDEVELOPMENT,HOUSING:	0.000	0.000	
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Grand Totals:	12.000	11.000	1.000
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CITY OF ROSEVILLE SALARY SCHEDULE

Appendix: K
Percentage: 1.000

Effective Date 03/21/2015

CONFIDENTIAL

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0071	ADMIN ASSISTANT (C)					
		STEP A	24.4725	1,957.80	4,241.90	50,902.80
		STEP B	25.6961	2,055.68	4,453.99	53,447.88
		STEP C	26.9809	2,158.47	4,676.68	56,120.27
		STEP D	28.3300	2,266.40	4,910.53	58,926.40
		STEP E	29.7465	2,379.72	5,156.06	61,872.72
		STEP F	31.2338	2,498.70	5,413.85	64,966.30
		STEP G	32.7956	2,623.64	5,684.57	68,214.84
2550	EXEC ASST TO THE CITY MANAGER					
		STEP A	29.6347	2,370.77	5,136.68	61,640.17
		STEP B	31.1164	2,489.31	5,393.50	64,722.11
		STEP C	32.6722	2,613.77	5,663.18	67,958.17
		STEP D	34.3060	2,744.48	5,946.37	71,356.48
		STEP E	36.0212	2,881.69	6,243.67	74,924.09
		STEP F	37.8224	3,025.79	6,555.88	78,670.59
		STEP G	39.7134	3,177.07	6,883.65	82,603.87
5235	HUMAN RESOURCES TECH					
		STEP A	24.4725	1,957.80	4,241.90	50,902.80
		STEP B	25.6961	2,055.68	4,453.99	53,447.88
		STEP C	26.9809	2,158.47	4,676.68	56,120.27
		STEP D	28.3300	2,266.40	4,910.53	58,926.40
		STEP E	29.7465	2,379.72	5,156.06	61,872.72
		STEP F	31.2338	2,498.70	5,413.85	64,966.30
		STEP G	32.7956	2,623.64	5,684.57	68,214.84
3620	INSURANCE & CONTRACT TECH					
		STEP A	24.4725	1,957.80	4,241.90	50,902.80
		STEP B	25.6961	2,055.68	4,453.99	53,447.88
		STEP C	26.9809	2,158.47	4,676.68	56,120.27
		STEP D	28.3300	2,266.40	4,910.53	58,926.40
		STEP E	29.7465	2,379.72	5,156.06	61,872.72
		STEP F	31.2338	2,498.70	5,413.85	64,966.30
		STEP G	32.7956	2,623.64	5,684.57	68,214.84
4094	LEGAL CLERK I					
		STEP A	22.2470	1,779.76	3,856.14	46,273.76
		STEP B	23.3593	1,868.74	4,048.94	48,587.34
		STEP C	24.5273	1,962.18	4,251.39	51,016.78
		STEP D	25.7537	2,060.29	4,463.97	53,567.69
		STEP E	27.0413	2,163.30	4,687.15	56,245.90
		STEP F	28.3934	2,271.47	4,921.52	59,058.27
		STEP G	29.8132	2,385.05	5,167.62	62,011.45

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date 03/21/2015

Appendix: K
Percentage: 1.000

CONFIDENTIAL

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
4096	LEGAL CLERK II					
		STEP A	24.4725	1,957.80	4,241.90	50,902.80
		STEP B	25.6961	2,055.68	4,453.99	53,447.88
		STEP C	26.9809	2,158.47	4,676.68	56,120.27
		STEP D	28.3300	2,266.40	4,910.53	58,926.40
		STEP E	29.7465	2,379.72	5,156.06	61,872.72
		STEP F	31.2338	2,498.70	5,413.85	64,966.30
		STEP G	32.7956	2,623.64	5,684.57	68,214.84
4456	MANAGEMENT ASSISTANT I					
		STEP A	24.0542	1,924.33	4,169.39	50,032.73
		STEP B	25.2569	2,020.55	4,377.86	52,534.35
		STEP C	26.5197	2,121.57	4,596.74	55,160.97
		STEP D	27.8457	2,227.65	4,826.58	57,919.05
		STEP E	29.2380	2,339.04	5,067.92	60,815.04
		STEP F	30.6999	2,455.99	5,321.31	63,855.79
		STEP G	32.2349	2,578.79	5,587.38	67,048.59
57	MANAGEMENT ASSISTANT II					
		STEP A	26.4596	2,116.76	4,586.33	55,035.96
		STEP B	27.7826	2,222.60	4,815.65	57,787.80
		STEP C	29.1717	2,333.73	5,056.42	60,677.13
		STEP D	30.6303	2,450.42	5,309.25	63,711.02
		STEP E	32.1618	2,572.94	5,574.71	66,896.54
		STEP F	33.7699	2,701.59	5,853.44	70,241.39
		STEP G	35.4584	2,836.67	6,146.12	73,753.47
4951	OFFICE ASSISTANT I (C)					
		STEP A	16.6620	1,332.96	2,888.08	34,656.96
		STEP B	17.4951	1,399.60	3,032.48	36,389.80
		STEP C	18.3701	1,469.60	3,184.15	38,209.80
		STEP D	19.2883	1,543.06	3,343.30	40,119.66
		STEP E	20.2529	1,620.23	3,510.50	42,126.03
		STEP F	21.2654	1,701.23	3,686.00	44,232.03
		STEP G	22.3287	1,786.29	3,870.30	46,443.69
4953	OFFICE ASSISTANT II (C)					
		STEP A	18.3282	1,466.25	3,176.88	38,122.65
		STEP B	19.2446	1,539.56	3,335.73	40,028.76
		STEP C	20.2067	1,616.53	3,502.49	42,029.93
		STEP D	21.2172	1,697.37	3,677.64	44,131.77
		STEP E	22.2780	1,782.24	3,861.52	46,338.24
		STEP F	23.3919	1,871.35	4,054.59	48,655.15
		STEP G	24.5615	1,964.92	4,257.32	51,087.92

CITY OF ROSEVILLE SALARY SCHEDULE

Appendix: K
Percentage: 1.000

Effective Date 03/21/2015

CONF CONFIDENTIAL

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5015	PARALEGAL	STEP A	29.3512	2,348.09	5,087.54	61,050.49
		STEP B	30.8186	2,465.48	5,341.89	64,102.68
		STEP C	32.3597	2,588.77	5,609.01	67,308.17
		STEP D	33.9777	2,718.21	5,889.46	70,673.61
		STEP E	35.6766	2,854.12	6,183.94	74,207.32
		STEP F	37.4604	2,996.83	6,493.13	77,917.63
		STEP G	39.3334	3,146.67	6,817.78	81,813.47
5102	PAYROLL CLERK I	STEP A	19.3446	1,547.56	3,353.06	40,236.76
		STEP B	20.3118	1,624.94	3,520.71	42,248.54
		STEP C	21.3274	1,706.19	3,696.74	44,360.99
		STEP D	22.3937	1,791.49	3,881.57	46,578.89
		STEP E	23.5135	1,881.08	4,075.67	48,908.08
		STEP F	24.6892	1,975.13	4,279.46	51,353.53
		STEP G	25.9235	2,073.88	4,493.40	53,920.88
5103	PAYROLL CLERK II	STEP A	21.2791	1,702.32	3,688.37	44,260.52
		STEP B	22.3430	1,787.44	3,872.78	46,473.44
		STEP C	23.4602	1,876.81	4,066.43	48,797.21
		STEP D	24.6330	1,970.64	4,269.72	51,236.64
		STEP E	25.8647	2,069.17	4,483.21	53,798.57
		STEP F	27.1581	2,172.64	4,707.40	56,488.84
		STEP G	28.5159	2,281.27	4,942.75	59,313.07
5100	PAYROLL TECHNICIAN I	STEP A	22.2478	1,779.82	3,856.28	46,275.42
		STEP B	23.3601	1,868.80	4,049.08	48,589.00
		STEP C	24.5282	1,962.25	4,251.55	51,018.65
		STEP D	25.7546	2,060.36	4,464.13	53,569.56
		STEP E	27.0422	2,163.37	4,687.31	56,247.77
		STEP F	28.3944	2,271.55	4,921.69	59,060.35
		STEP G	29.8142	2,385.13	5,167.79	62,013.53
5101	PAYROLL TECHNICIAN II	STEP A	24.4725	1,957.80	4,241.90	50,902.80
		STEP B	25.6961	2,055.68	4,453.99	53,447.88
		STEP C	26.9809	2,158.47	4,676.68	56,120.27
		STEP D	28.3300	2,266.40	4,910.53	58,926.40
		STEP E	29.7465	2,379.72	5,156.06	61,872.72
		STEP F	31.2338	2,498.70	5,413.85	64,966.30
		STEP G	32.7956	2,623.64	5,684.57	68,214.84

CITY OF ROSEVILLE SALARY SCHEDULE

Appendix: K
Percentage: 1.000

Effective Date 03/21/2015

CONFIDENTIAL

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
7178	SR HUMAN RESOURCES TECH					
		STEP A	26.9196	2,153.56	4,666.06	55,992.76
		STEP B	28.2656	2,261.24	4,899.37	58,792.44
		STEP C	29.6790	2,374.32	5,144.36	61,732.32
		STEP D	31.1629	2,493.03	5,401.56	64,818.83
		STEP E	32.7211	2,617.68	5,671.65	68,059.88
		STEP F	34.3570	2,748.56	5,955.21	71,462.56
		STEP G	36.0749	2,885.99	6,252.98	75,035.79
7141	SR PAYROLL TECHNICIAN					
		STEP A	26.9196	2,153.56	4,666.06	55,992.76
		STEP B	28.2656	2,261.24	4,899.37	58,792.44
		STEP C	29.6790	2,374.32	5,144.36	61,732.32
		STEP D	31.1629	2,493.03	5,401.56	64,818.83
		STEP E	32.7211	2,617.68	5,671.65	68,059.88
		STEP F	34.3570	2,748.56	5,955.21	71,462.56
		STEP G	36.0749	2,885.99	6,252.98	75,035.79



COUNCIL COMMUNICATION

6716

City Clerk Use Only

DATE:	March 5, 2015
TITLE:	Northwest Roseville Specific Plan, Parcel 47, 4051 Foothills Boulevard, Foothills American Dream - Rezone Second Reading of Ordinance
CONTACT:	Wayne Wiley (916) 774-5276 wwiley@roseville.ca.us


Meeting Date: March 18, 2015

RECOMMENDATION

ORDINANCE NO. 5471 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED AT 4051 FOOTHILLS BOULEVARD, for second reading and adoption.

First reading of ordinance was given on March 8, 2015.

AGENDA ITEM

4.23 

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED AT
4051 FOOTHILLS BOULEVARD

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That certain real property within the City of Roseville located at 4051 Foothills Boulevard as shown and so designated in Exhibit "A," attached and incorporated herein by reference, is hereby rezoned as follows:

From Single Family Residential (R1) to Residential Small Lot/Development Standards (RS/DS)

SECTION 2. The proposed rezone is consistent with the General Plan.

SECTION 3. The proposed rezone is consistent with the public interest, health, safety, and welfare of the City.

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

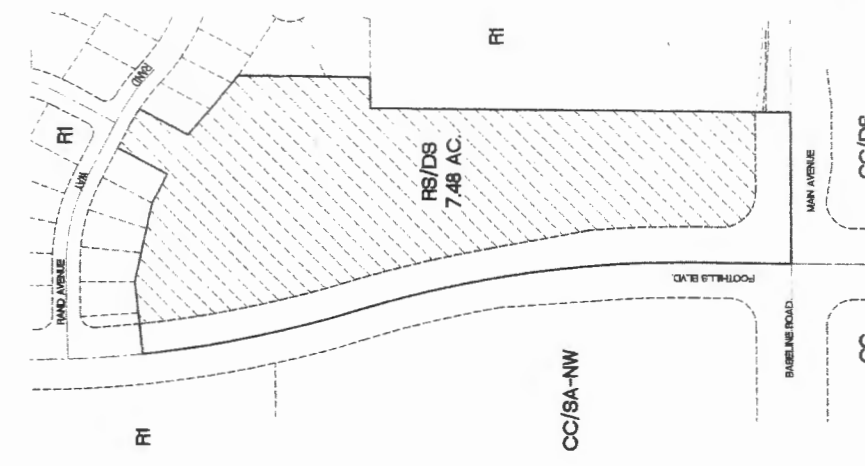
MAYOR

ATTEST:

City Clerk

SCALE:1"=400'

SCALE: 1"=400'



PROPOSED ZONING

800-451-7700

SUBD RZ
TP

FOOTHILL AMERICAN DREAM
4051 FOOTHILLS BL

NO.	DESCRIPTION	DATE	BY	SCALE	SHEET NO.	SHEET TOTAL	1 0' = 1"	02-11-136 250 NUMBER
<div style="display: flex; justify-content: space-between;"> <div> <p>FOOTHILL AMERICAN DREAM CITY OF ROSEVILLE</p> </div> <div> <p>REZONE EXHIBIT</p> </div> </div>								
<div style="display: flex; justify-content: space-between;"> <div> <p>BAKER-WILLIAMS ENGINEERING GROUP</p> <p>Engineering / Surveying / Land Planning / Environment Processing / GPS Services</p> <p>6020 Rutland Drive, Suite 19 ~ Camarillo, CA. 93608</p> <p>(805) 311-1232 ~ (805) 311-1243 ~ info@bakewilliams.com</p> </div> <div> <p>BW</p> </div> <div> <p>drawn by: MC</p> <p>designed by: N/A</p> <p>check by: N/A</p> <p>DATE: MAY 2014</p> <p>DATE</p> </div> <div> <p>Third book</p> </div> </div>								

City of Roseville Proclamation

CHILD ABUSE PREVENTION MONTH

April 2015

WHEREAS, one of society's greatest resources is children, and when children grow and develop in a safe, caring, and nurturing home environment, they are more likely to succeed as adults and make positive impacts in communities; and

WHEREAS, child maltreatment occurs when parents or other caregivers find themselves in stressful situations without community resources, and they do not know how to cope or access those resources; and

WHEREAS, established in 1989, KidsFirst is the Child Abuse Prevention Council of Placer County, operating two counseling and family resource centers in Roseville and Auburn with a mission to prevent child abuse and neglect; and

WHEREAS, KidsFirst consistently strives to ensure that every child in the community has a safe and healthy upbringing by developing community and government-based collaboration efforts in a quest to eliminate child abuse through education, advocacy, an individual client services; and

WHEREAS, KidsFirst innovative programs that are offered at no cost include child and family therapy, parent-child interaction therapy, postpartum depression therapy, youth leadership enrichment activities, peer-to-peer mentoring, support groups, parenting classes, in-home parent education, health insurance, CalFresh enrollment assistance, access and referrals for transportation, housing, community workshops, and parent leadership training; and

WHEREAS, thousands of children in the community have been protected from abuse, neglect, illness, and injury thanks to the generosity of caring community members who make KidsFirst programs possible by leading efforts to raise awareness about child abuse, educating the community, and helping families resolve difficult life circumstances that threaten the safety and wellbeing of children; and

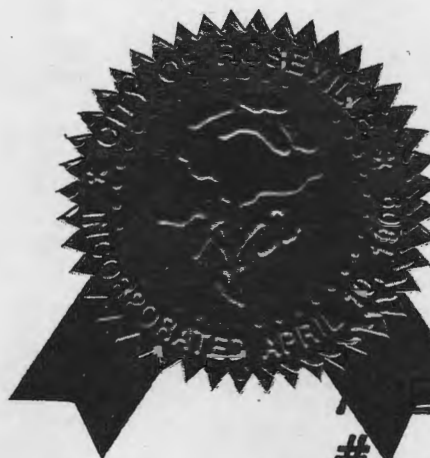
NOW, THEREFORE, I, CAROL GARCIA, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the Roseville City Council, do hereby proclaim April 2015 as CHILD ABUSE PREVENTION MONTH and reaffirm dedication to protecting the children of the community, and call upon citizens to increase their participation in awareness of preventing child abuse.

SIGNED AND APPROVED this 18th day of March, 2015.

CAROL GARCIA, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA



AGENDA ITEM
6.24

City of Roseville
Proclamation
CALIFORNIA ARBOR WEEK
March 20 - 27, 2015

WHEREAS, March 20 - 27, 2015 has been designated as California ARBOR WEEK in honor of the vital role trees and the urban forest play in improving the livability and sustainability of the community; and

WHEREAS, the City of Roseville has embraced the goals of the Greenprint initiative to optimize the remarkable benefits of trees to create the best urban forest for the region; and

WHEREAS, the City of Roseville recognizes the contributions tree canopies have to clean air and water, energy conservation, public health, habitat, and the beauty of neighborhoods and business districts; and

WHEREAS, California ARBOR WEEK 2015 will be observed by schools, communities, civic organizations, and countless citizens who will participate in tree planting activities; and

WHEREAS, the entire City of Roseville benefits when any property owner, resident or volunteer gains awareness about trees and improves their property and the community by planting and maintaining trees and landscapes, thereby promoting a healthy environment and demonstrating pride in their local community; and

WHEREAS, the City of Roseville has received the TREE CITY USA AWARD for thirty three years in a row and the TREE CITY USA GROWTH AWARD for twenty years; and

WHEREAS, the City of Roseville has an effective community urban forestry program with standards of tree care that continues to improve each year; and

NOW, THEREFORE, I, CAROL GARCIA, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim March 20 - 27, 2015 as California ARBOR WEEK in the City of Roseville, and encourage all residents and businesses to join together to celebrate, plant trees, and maintain their existing trees.

SIGNED AND APPROVED this 18th day of March, 2015.

CAROL GARCIA, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA



#

6.25

City of Roseville RESOLUTION

COMMENDATION AND CONGRATULATIONS

WHEREAS, Gauruv Singh Virk has successfully completed the requirements for the prestigious Eagle Scout Award; and

WHEREAS, being a member of Troop 1, Gauruv recognizes that only two percent of those involved in scouting will become Eagles; and

WHEREAS, Gauruv installed a 250'x6' redwood fence with two metal gates for the Homeward Bound Golden Retriever Rescue and Sanctuary, making the sanctuary safer for volunteers and rescued animals while managing a total of 24 scouts and adult scout masters and spending a total of 190.5 hours; and

WHEREAS, only those few young men who have exhibited exceptional commitment and demonstrated the required dedication, skill, and perseverance in scouting can receive the Eagle Scout Award; and

WHEREAS, the Eagle Scout Award is the highest honor given by the Boy Scouts of America, and in recognition thereof, Gauruv is deserving of special commendations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that GAURUV SINGH VIRK be commended on his receipt of the Eagle Scout Award, congratulated on his outstanding achievements in qualifying for that high honor, and encouraged to continue his efforts to serve the community.

SIGNED AND APPROVED this 18th day of March, 2015.

CAROL GARCIA, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





HOUSING AUTHORITY MEMO

#6701

City Clerk Use Only

DATE: February 26, 2015

TITLE: Reallocation of FY2014-15 Appropriated Travel & Training Budget for Out of State Travel for Housing Analyst and Financial Analyst

CONTACT: Chris Robles, Economic Development Director
 774- 5362 crobles@roseville.ca.us
 Nancy Cox, Housing Analyst, 774-5451 ncox@roseville.ca.us

Meeting Date: March 18, 2014

SUMMARY RECOMMENDATION

Staff recommends the Roseville Housing Authority authorize a reallocation of FY 2014-2015 travel and training budget for the out of state travel of Housing Analyst, Nancy Cox, and Financial Analyst, Melissa Hagan, to attend the Housing Choice Voucher (HCV) Financial Management training in Seattle, WA. The HCV training is a three day event from April 14, 2015 through April 16, 2015. Funds for out of state travel were approved in the Housing Authority's FY2014-15 budget. This request is for Council to re-allocate the out of state training funds and budgeted training funds for a different out of state training event for two personnel.

BACKGROUND

The Economic Development Department requests approval for two staff members to travel out of state to attend the HCV Financial Management training scheduled in Seattle, WA. The three day HCV training includes sessions on HVC funding formula, eligible uses of the funds, statutory financial management requirements, possible sanctions for non-compliance, required reporting and integrity reviews. HUD's ever-changing financial climate requires that staff stay up to date on matters related to the complexities of how the program is funded from the federal level to the local jurisdictions, see Attachment 1. Retirements and current work programs have made it necessary for staff to attend the HCV training to perform current work programs.

FISCAL IMPACT

The total estimated cost for the HCV training is approximately \$3,900, see Attachment 2. Funds were budgeted in the Housing Authority's FY2014-15 travel and training budget for a different out of state training event (estimated at \$2,700) and in-state training (estimated at \$1,200); totaling training budget is \$3,900. No budget adjustment is necessary as the cost of this training does not exceed the existing budget. No general funds will be used for this travel and training.

Routing Approval:

ACM *JP* FIN *NIA* IT *BS* ATTY

AGENDA ITEM

6.27

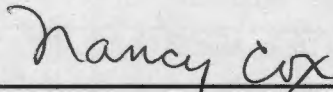
ECONOMIC DEVELOPMENT/JOBS CREATED

The Housing Authority provides an important social service to ensure safe and affordable housing for our residents. Safe and affordable housing is an essential component to the foundation of our community's economic stability.

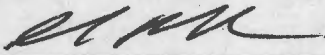
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The request for travel is not considered a "project" therefore is not subject to CEQA.

Respectfully submitted,



Nancy Cox, Housing Analyst



Chris Robles, Assistant Director

APPROVED:



Ray Kerridge
Executive Director

Attachments:

1. Housing Choice Voucher (HCV) Training Event
2. Estimated cost for Housing Choice Voucher (HCV) Training



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Section 3 eBook! - [click here.](#)

View Our Blog

[Read the NMA Blog: click here.](#)

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ts by @nanmckay

HCV Financial Management

PURPOSE: NMA's *HCV Financial Management* is the most comprehensive training on financial management in the HCV program offered anywhere. This three-day training will provide you with the knowledge and tools needed to understand how the program is funded and how to maximize the use of your available funding. In addition, this course will teach you how to determine the number of units your funding will support, and how to use monitoring tools to stay within your available funding. Other topics covered in this course include HUD's various regulatory financial management requirements, such as the investment of excess program funds, the collateralization of funds, the use of reserves, insurance requirements, and possible sanctions for non-compliance. You will learn how to report program activity in the Voucher Management System (VMS) and how to establish a system of internal controls. Also learn how to make use of HUD's Two Year Forecasting Tool to better utilize your funding.

This course will be most beneficial to housing authority accounting, financial management, and budget staff, but will also suit program staff responsible for managing the number of units to lease based on funding as well as those responsible for VMS reporting. Independent auditors desiring to understand HUD's financial management requirements for the HCV program will also benefit by attending.

This class has been updated to include:

- 2012 Appropriations
- Cash management
- How unused HAP funds will be disbursed and maintained
- Important new information on how HAP revenue will be recognized because of the implementation of cash management Discussion on the meaning of the new executive compensation cap (Notice 2012-14)

SEMINAR #: 101-033**AGENDA:** Agenda**MATERIALS:** HCV Financial Management course book, NMA pen, pencil, calculator, and bag

METHOD: A group-five seminar featuring PowerPoint, case studies, group discussion, class materials (workbook, course book or master book), brainstorming, and Q & A
Basic program level. Prerequisites: None. Advanced Preparation: None

LENGTH: Three days**AUDIENCE:** Accounting and finance staff and executive directors**EXAM:** The certification exam is available for \$150. The certification exam is offered online and in-class.**CREDITS:** CPE units w/ exam = 21 CEU units w/ exam = 1.7

REGISTER: Fill out the [PDF registration form](#) and fax to 619.258.5791. Or select the seminar you'd like to attend from the list of locations and dates below.

PRODUCT

HCV Financial Management - April 14-16 - Seattle, WA

More Info[MORE INFO](#)

AGENDA
HOUSING CHOICE VOUCHER FINANCIAL MANAGEMENT

DAY ONE

- 8:00 Registration
- 8:30 Introduction & Review of Course Agenda
- Welcome of participants and review of the topics that will be covered.
- 9:00 Session 1 – Overview of Section 8 Programs
- The focus of this session is to provide a brief overview of the history of the section 8 programs and to provide a brief overview of the various section 8 programs and special use HCV programs.
- 10:15 Break
- 10:30 Session 1 – Overview of Section 8 Programs (continued)
- 12:00 Lunch (on your own)
- 1:15 Session 2 – Overview of the HCV ACC
- The focus of this session is on understanding the purpose of the ACC, becoming familiar with its major sections and provisions and understanding how to read the ACC Funding Exhibit.
- 2:30 Break
- 2:45 Session 3 – Funding the HCV Program
- The focus of this session is on understanding how the Congress funds the HCV program for HAP and administrative fees. Topics include the funding formula HUD uses to determine HAP funding, and the eligible uses for the funds provided.
- 5:00 End of Day One

AGENDA
HOUSING CHOICE VOUCHER FINANCIAL MANAGEMENT

DAY TWO

- 8:30 Session 4 – Budgeting and Financial Monitoring**
- The focus of this session is on understanding how to determine the number of units HAP funding will support; review how to use the HUD 2 Year Forecasting Tool to set leasing goals and monitor HAP spending and review ways to cut program HAP costs.
- 10:15 Break**
- 10:30 Session 4 – Budgeting and Financial Monitoring (continued)**
- 12:00 Lunch (on your own)**
- 1:15 Session 5 – HCV Regulatory & Statutory Financial Management Requirements**
- This session will focus on understanding the general regulatory and statutory financial management requirements for the program. Topics that will be discussed include the purpose of the General Depository Agreement and the collateralization of program funds; requirements for cash management and the investment of program funds; the impact of the UFRS on accounting methods used in the program; and possible sanctions HUD can impose for non-compliance.
- 2:30 Break**
- 2:45 Session 5 – HCV Regulatory & Statutory Financial Management Requirements (continued)**
- 3:45 Session 6 – Fraud Recoveries, Portability, and the FSS Program**
- The focus of this session will be to understand HUD's requirements for fraud recoveries, portability and the FSS program as they relate to financial management.
- 5:00 End of Day Two**

AGENDA
HOUSING CHOICE VOUCHER FINANCIAL MANAGEMENT

DAY THREE

- 8:30 Session 7 – Processing Payments**
- The focus of this session will be on understanding the requirements for making housing assistance payments (HAP), time frames involved, internal control over the process and other types of HAP.
- 9:30 Session 8 – VMS Reporting**
- The focus of this session is to understand how to access and use the VMS. Topics that will be discussed include the data fields used in the VMS and the proper use of these fields, how to make corrections to previously reported data and how to prepare for a VMS Integrity Review.
- 10:15 Break**
- 10:30 Session 8 – VMS Reporting (continued)**
- 11:30 Session 9 – Internal Controls**
- The focus of this session is to understand how to establish a good internal control structure and ways to prevent and detect fraud.
- 12:30 End of Session**
- 1:45 Certification Exam**
- 4:15 End of Exam**

TRAVEL/TRAINING COST ESTIMATOR

ATTACHMENT 2

EMPLOYEE NAME(S): Melissa Hagan & Nancy Cox

EVENT NAME: HCV FINANCIAL MANAGEMENT

EVENT DATES: 4/13/15 - 4/16/15

CITY OR COUNTY (for per diem calc): SEATTLE, WASHINGTON

NUMBER OF EMPLOYEES ATTENDING:

1 Full Day = (travel and event day(s) that start before 7:00am AND end after 7:00pm - including breakfast & dinner time)

3/4 Partial Day = (start after 7:00am OR end before 7:00pm)

RATE/DAY	#FULL DAYS	# 3/4 DAYS	PER DIEM
\$ 71.00	2	2	\$ 248.50

HOTEL NAME & LOCATION: GRAND HYATT - SEATTLE (EVENT HOTEL)

	#NIGHTS	TAX RATE	\$/PER NIGHT	TOTAL
HOTEL CHARGES + TAX (estimate):	3	0%	\$ 175.00	\$ 525.00

EVENT REGISTRATION: \$ 742.50

AIRFARE: SOUTHWEST \$ 428.50

CAR RENTAL (estimate): \$ -

HOTEL AND/OR AIRPORT PARKING (estimate): \$ -

SHUTTLE OR TAXI (estimate): SEATTLE LINK LIGHT RAIL (SEA TAC TO HOTEL) \$ 5.50

TOLLS (estimate): \$ -

OTHER: \$ -

	#MILES	\$/PER MILE
R/T MILEAGE REIMBURSEMENT (estimate):	-	\$ -

TOTAL PER DIEM ADVANCED: \$ 248.50

TOTAL ESTIMATED EVENT COST (INCLUDING PER DIEM) \$ 3,900.00

BUDGET:

CURRENT YEAR BUDGET (Org Key-Object Code):	08120-5500	\$ 3,900.00
CURRENT YEAR EXPENDITURE:		\$ -
AVAILABLE FUNDS:		\$ 3,900.00
DIFFERENCE (Requires Budget Adj):		\$ -



COUNCIL COMMUNICATION

6699

City Clerk Use Only

DATE: February 26, 2015

TITLE: Out of State Travel—New World/Aegis training conference

CONTACT: Dee Dee Gunther, 774-5015, ddgunther@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Approve travel for a police officer to attend a training conference for the new public safety computer system in Dallas, Texas from May 3-May 5, 2015. The City has a multi-functional team of dispatchers, records clerks, police officers, firefighters, IT staff and project managers working on the system's implementation. Through the annual budget process, the police department already received approval for four employees, including a police administrator/project manager, two dispatchers and a records clerk, to attend the conference. In this request, we're asking permission for one additional team member, a police officer, to attend. The additional cost of sending the police officer is estimated at \$900. The department has sufficient funds in the existing travel budget, without the need for a budget adjustment.

BACKGROUND

The department is implementing a new public safety computer system with several different components, including computer-aided dispatch, police and fire records, mobile dispatching and automated field reporting. The system will go live this spring. The proposed annual training conference is hosted by the software vendor, New World Systems. The conference offers software-specific training, opportunities for users to preview and comment on future upgrades, and the opportunity to network with software developers, trainers and other more experienced users of the system. This request will allow a police officer from the project team to attend, so that the group can attend a wider variety of training sessions specific to their work areas, and talk to peers in their specific disciplines about their use of the software.



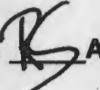

FISCAL IMPACT

The cost of sending the four originally budgeted employees is estimated at \$5,750, and the cost of sending an additional employee is estimated at \$900, for a total cost of \$6,650. The cost includes conference fees, lodging, food and airfare, and reflects some complimentary conference registration and hotel credits that were provided in the contract with the vendor. The department has sufficient funds in its existing training budget, and no budget adjustment is needed.

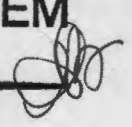
ECONOMIC DEVELOPMENT/JOBS CREATED

Not applicable to this out of state travel request.

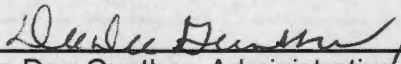
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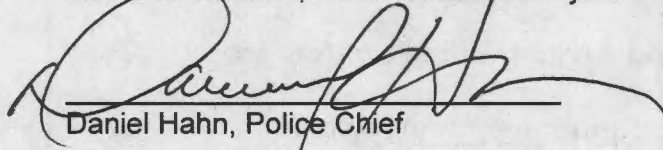
____ ACM  FIN  IT  ATTY 

AGENDA ITEM

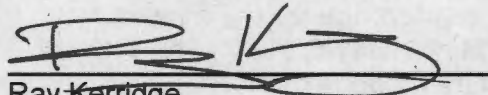
6.28 

Respectfully submitted,


Dee Dee Gunther, Administrative Analyst


Daniel Hahn, Police Chief

APPROVED:


Ray Kerridge
City Manager

Monday, May 3, 2015

Dallas Ballroom A			Dallas Ballroom E	Dallas Ballroom F	Dallas Ballroom B	Dallas Ballroom C	Dallas Ballroom G	Fair Park 1	Fair Park 2	Arts District 6
1:00 - 1:45	Enterprise Trifecta: CAD, Mobile & LERMS Integration	Demo Rooms: DEEP ELLUM A & B	CAD Enterprise Templates LAB	ASK the EXPERT GIS / Fire	Customer Conference Orientation	Ongoing Support of the MSP Platform	CMS Latest & Greatest	BEST PRACTICES: Fire Inspections	Document Processing ROUNDTABLE	Software Quality Initiatives
2:00 - 2:45	CAD Enterprise & Mobile Integration	Consult Rooms: ARTS DISTRICT 4 & 5	Mobile Enterprise Field Reporting LAB	ASK the EXPERT CMS / CAD Enterprise	The Best of LERMS	Moving Forward w/ Enterprise	Preparing for a Version to Version Upgrade	BEST PRACTICES: Inventory & Equipment	Police Scheduling ROUNDTABLE	Message Switch Administration
3:00 - 3:45	CAD Enterprise & LERMS Integration		Mobile Police Messaging LAB	ASK the EXPERT Mobile / Fire	DSS Case Study CMS	The Future of Mobile Devices for the Mobile Product	Suite Tips & Tricks	BEST PRACTICES: Training	Data Retention ROUNDTABLE	SQL Mgmt. Practices
4:00 - 4:45	Mobile Enterprise & LERMS Integration		Mobile Fire Messaging LAB	ASK the EXPERT iSeries / NCIC	Fire Mobile & CAD Integration	Interfaces In Your Faces	Using the MyNewWorld Customer Portal	Internal BEST PRACTICES: Working w/ New World	CMS Configuration Review	GIS FOCUS GROUP
6:00 - 9:00 p			MEET & GREET / REGISTRATION -- DALLAS BALLROOM FOYER							

Monday, May 4, 2015

	Dallas Ballroom D	Dallas Ballroom E	Dallas Ballroom F	Dallas Ballroom B	Dallas Ballroom C	Dallas Ballroom G	Fair Park 1	Fair Park 2	Arts District 6
7:00 - 9:00 a	BREAKFAST --- DALLAS BALLROOM FOYER								
9:15 - 11:00	OPENING SESSION	KEY ■ INTEGRATION Sessions ■ OPEN to ALL Sessions ■ CAD Sessions ■ LERMS Sessions ■ MOBILE Sessions				■ CMS Sessions ■ FIRE Sessions ■ TECH Sessions ■ GIS Sessions ■ DSS Sessions			
		Repeated Session (Text) CAD --- Computer Aided Dispatch CMS --- Corrections Mgmt. System DSS --- Decision Support Server LERMS --- Law Enforcement Records Mgmt. System				FRMS --- FIRE Records Mgmt. System DA&M --- Data Analysis & Mapping C --- Customer Led Session			
11:15 - 12:00	Mobile Enterprise NCIC Parsing & Critical Alerting	Mobile Enterprise Field Reporting LAB	ASK the EXPERT CMS / Message Switch	Intro to LERMS for the Enterprise Platform	MOVING FORWARD: Migrating from CAD MSP to CAD Enterprise	NG911: Where We Are & Where We're Going	CMS Greatest Hits	Fire Enterprise ROUNDTABLE	Software Ideas
12:00 n - 1:00 p	LUNCH --- DALLAS BALLROOM FOYER								
2:00 - 2:45	What's New in Mobile Enterprise	Demo Rooms: DEEP ELLUM A & B	ASK the EXPERT CAD Enterprise / LERMS	NCIC Forms Training	Using Social Media for Community Policing Strategies	Daily Data Integrity Maintenance	Environment Migrations & Server Upgrades	NG911 Thoughts & Questions ROUNDTABLE	CMS Event Tracking Review
2:45 - 3:15 p	Creating & Optimizing Templates in CAD Enterprise	Consult Rooms: ARTS DISTRICT 4 & 5	Mobile Enterprise Mapping LAB	ASK the EXPERT Compliance / NCIC	Searching in LERMS Enterprise	Enterprise Security Services	Backing up Your Environment: What & How	iSeries Upgrading to Enterprise	Next Generation of CMS Medical Tracking ROUNDTABLE
3:15 - 4:00	Workflow in LERMS Enterprise		Fire Mobile PCR LAB	ASK the EXPERT Mobile / iSeries	GIS & Aegis 11	Power Parsing in CAD Enterprise	BEST PRACTICES: Aegis System Administration & Triage	Word Templates	Body Cameras ROUNDTABLE
4:15 - 5:00	Enhanced CAD to CAD Integration		Utilizing 11x DA&M LAB	ASK the EXPERT Message Switch / CAD Enterprise	Web Briefing Notes	Moving Forward w/ Enterprise	ASK the CUSTOMER EXPERTS	Next Generation for NFIRS Reporting ROUNDTABLE	Civil Paper Processing Updates
7:00 - 10:00 p	PEER TO PEER NETWORKING EVENT								

Tuesday, May 5, 2015

	Dallas Ballroom A	Dallas Ballroom E	Dallas Ballroom F	Dallas Ballroom B	Dallas Ballroom C	Dallas Ballroom G	Fair Park 1	Fair Park 2	Arts District 6
7:00 - 9:00 a	BREAKFAST --- DALLAS BALLROOM FOYER								
9:15 - 10:00	GIS & Public Safety	Demo Rooms: DEEP ELLUM A & B	Mobile Police Messaging LAB	ASK the EXPERT CAD Enterprise / DA&M	Co-designing Applications	BEST PRACTICES: Software Triage	The Best of CAD MSP	Next Generation of CMS Mobile Programs ROUNDTABLE	DSS - Fire: Accreditation & Analytical Reporting
10:15 - 11:00	Mobile Field Reporting Workflow	Consult Rooms: ARTS DISTRICT 4 & 5	Utilizing 11x DA&M LAB	ASK the EXPERT Fire / CMS	What's New in CAD Enterprise	Technical Tools for Ongoing System Administration	Business Analytics & Community Transparency: Two Critical Concepts	Computer Aided Investigations ROUNDTABLE	BEST PRACTICES: Fire Scheduling & Reporting
11:15 - 12:00	Mobile Enterprise Tips & Tricks		CAD Enterprise Templates LAB	ASK the EXPERT LERMS / NCIC	DSS Case Study CAD & LERMS	Tricky Triage: Meets Simple Solutions	GIS & Upgrading to Aegis 11	Field Investigations ROUNDTABLE	Message Switch & NCIC
12:00 n - 1:00 p	LUNCH --- DALLAS BALLROOM FOYER								
1:00 - 1:45	What's New in Mobile Enterprise		ASK the EXPERT Fire / Compliance	New World Sys. Server & Client Admin	CMS Industry & Technology Trends ROUNDTABLE	CAD Enterprise Response Plans	Cover Criminal Updates	NG911 ROUNDTABLE	NEMIS & PCR Reporting
2:00 - 2:45	What Does It Take to Deploy My Interfaces?		Evolutionary Disposal Review LAB	ASK the EXPERT NCIC / DSS	Preparing for a Version to Version Upgrade	The Advantages of CAD Enterprise Over CAD MSP	GIS Future Directions	PRODUCT FOCUS: The Next Generation of Shift Management	User & Permissions Mgmt. ROUNDTABLE
2:45 - 3:15 p			REFRESHMENTS						
3:15 - 4:00	Enterprise Security Services		Mobile Enterprise Mapping LAB	ASK the EXPERT GIS / TECH	The Best of LERMS	Software Quality Initiatives	Web Briefing Notes	CMS Latest & Greatest	Orders of Protection ROUNDTABLE
4:15 - 5:00	GIS & Aegis 11		Mobile Fire Messaging LAB	ASK the EXPERT CAD Enterprise / TECH	NCIC Forms Training	New World Sys. Server & Client Admin	CMS Configuration Review	Suite Tips & Tricks	Message Switch Administration

NOTE: ALL SESSIONS, ROOMS & TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE PRIOR TO THE CONFERENCE
PLEASE VIEW THE CONFERENCE REGISTRATION DESK MONITOR FOR ANY FINAL CHANGES TO THE PROGRAM



COUNCIL COMMUNICATION

6704

City Clerk Use Only

DATE: February 24, 2015

TITLE: Authorization to Bind Cyber Liability Insurance Coverage costing \$45,000

CONTACT: Dave Rawe, Risk Manager, ext. 5207 drawe@roseville.ca.us

Meeting Date: 3/18/15

SUMMARY RECOMMENDATION

Authorize the City Manager to bind coverage with the City's broker, AON Risk Services, to purchase Cyber Liability Insurance coverage with ACE USA for a total annual premium not to exceed \$45,000 for coverage effective immediately.

BACKGROUND

A proactive approach is necessary to protect the City's information and assets against the ever increasing cyber-crimes. In addition to the City's current methods of risk prevention, purchasing Cyber Liability insurance coverage would further protect the City from information privacy and network security breaches. The prevalent use of mobile devices, internet services, online transactions, and digital file storage increase the risk of a cyber-security incident.

The Human Resources and Information Technology Departments have been working together to obtain quotes for Cyber Risk and Network Security Liability coverage. The City's insurance broker, AON Risk Services, has provided quotations from five different insurance companies. After review of the quotes Aon recommends ACE USA Insurance Company. The City concurs with Aon's recommendation. The insurance coverage is \$3,000,000 per claim with a \$50,000 deductible. The annual premium is not to exceed \$45,000. The coverage will also include loss mitigation services that include security awareness training to employees and access to data breach coaching services.

FISCAL IMPACT

Funds to cover the annual premium for this coverage are allocated in the 2014/2015 Fiscal Year Human Resources/Risk Management budget. Subsequent years will be funded in the same manner as the first year pending budget approval.

ECONOMIC DEVELOPMENT/JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

The purchase of insurance is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

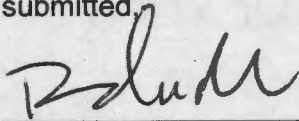
Routing Approval:

ACM FIN IT ATTY

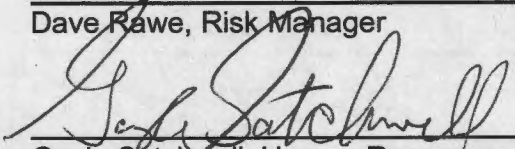
AGENDA ITEM

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Respectfully submitted,

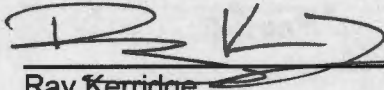


Dave Rawe, Risk Manager



Gayle Satchwell, Human Resources Director

APPROVED:



Ray Kerridge
City Manager



December 22, 2014

David Rawe
City of Roseville
311 Vernon Street
Roseville CA 95678

RE: Cyber Liability

Dear David:

I am pleased to provide you with the following proposal for Cyber/Data Breach Liability. As discussed, we approached multiple carriers including Ace, Beazley and AIG; we have received 5 strong quote options from Ace and Beazley. We are currently waiting for AIG to release their quotes, but felt that a decision can be made from the 5 options we have now. I have summarized what I feel is the best option, however I have included all carrier quote letters for your review as well.

Cyber Liability – Illinois Union Insurance Company (Ace) (Non-Admitted in California)

Limits: \$3,000,000 – Each Claim/Aggregate
 \$ 250,000 – Standard Data Breach Fund
 \$ 1,500,000 – Inside-the-Limit Date Brach Fund
 \$3,000,000 – Network Security Liability
 \$3,000,000 – Network Extortion
 \$3,000,000 – Internet Media
 \$1,500,000 – Regulatory Proceeding Sub-Limit
 \$3,000,000 – Maximum Policy Aggregate

Deductible \$ 50,000 – Each Claim

\$32,100.00 – Premium
\$ 1,027.20 – CA Surplus Lines & Fees (3.20%)
\$ 33,127.20 – Total for Cyber

Please see our attached Quote Disclosure Report (QDR) for details regarding Aon's Compensation.



Please review the **Insurer Insolvency** and **Acknowledgement and Approval Statement** below and, if you approve of this placement, please sign the enclosed copy of this letter and return it to me by mail, email or fax prior to the binding deadline.

If you have any questions or concerns, please contact our office.

Sincerely,

Robert M. Lowe
Account Executive



Acknowledgment and Acceptance of Insured

I hereby acknowledge receipt and review of the information in this letter, including the compensation disclosures provided in the Quote Disclosure Report above, and instruct Aon Risk Services to bind the insurance program(s) selected by me. I understand that my instruction to bind constitutes an acceptance of the terms and conditions and payments described in this letter. I further agree that Aon is entitled to collect from the insurers the compensation set forth in the Quote Disclosure Report. I also acknowledge that Aon has provided information about its contractual agreements and ownership interest(s), if any, in the insurers listed in this Renewal Proposal through Aon's website at www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship.jsp

Client Signature: _____

Date: _____

Phone #: _____

Fax: _____

Email: _____

Unless mandated otherwise by applicable state law and regulation or by contractual agreement between ARS and underwriters, ARS's commission shall be deemed fully earned as of the effective date of the insurance programs described in this proposal. Any midterm program or coverage changes that result in a premium bearing endorsement will be negotiated at the same commission rate, as applicable.

ARS performs various administrative functions related to the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, and client data management and administration. Where legally permitted to do so, ARS charges for its own account and collects from its clients, a \$300 administrative fee per policy placed. This administrative fee is in addition to and not in lieu of any other service fees agreed to and paid to us by our clients and/or any commissions paid to us by insurers, and this administrative fee appears as a separately billed charge on the invoices we issue.

Fiduciary Funds

ARS receives premiums Clients pay for remittance to carriers, as well as refunds insurance companies pay for remittance to Clients, and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment earned while such funds are on deposit pursuant to those laws and carrier agreements.

Insurer Insolvency

Aon does not guarantee the solvency of any market with which we place business. Aon encourages our clients to review the publicly available information since only the client can make the ultimate decision to accept or reject a particular market. The decision to accept or reject an underwriter shall be made solely by you, the client.

Aon's Policy on Use of Intermediaries

It is Aon's policy that our retail brokers ("ARS") approach markets directly (without an intermediary) wherever possible. However, Aon will consider and recommend the use of a managing general agent/managing general underwriter ("MGA/MGU"), wholesale broker, or



reinsurance broker (collectively, "Intermediary"**) where we believe it is in the client's best interest for one or more of the following reasons:

- Certain insurers will only underwrite through a designated wholesaler or other organization or agency, such as a Managing General Agent or Managing General Underwriter.
- If a client's particular risks and coverage needs require the unique or specialized expertise developed by certain intermediaries.
- There may be jurisdictional licensing requirements that preclude a US retail broker from accessing certain markets on behalf of its clients (e.g., Bermuda, United Kingdom).
- Certain insurers have multiple access points, some of which require access through an intermediary. This can occur in one of two ways:
 - Some insurers have different underwriting groups around the world. This kind of insurer may specify its risk appetite and capabilities by geographic location. In this instance, we would endeavor to match the client with the most suitable insurer access point.
 - Other insurers have similar appetites and capabilities in all geographic locations. In these scenarios, we will discuss with you our recommended access point, which will be based on our professional judgment and experience where we believe the best underwriting result will be obtained. In these instances, the preferred avenue is usually to access the market directly unless there are extenuating circumstances.

Whenever we recommend utilizing the services of and before approaching an intermediary to assist in accessing, negotiating, placing, or procuring insurance or reinsurance for your insurance programs, we will advise you of the available options, and whether or not the intermediary is affiliated with Aon. ARS will not be responsible for the non-Aon affiliated intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees arising out of this assistance. Any and all compensation earned by a non-ARS affiliated intermediary is in addition to compensation paid to ARS and to any compensation earned by an Aon affiliated intermediary.

*MGA/MGUs typically are appointed as agents or administrators of the insurance companies they represent and they usually are compensated by such companies in the form of commissions from premiums. Wholesale brokers and reinsurance brokers also are typically compensated by insurance companies in the form of commissions. Wholesale brokers may also receive fees from underwriters for services they provide to them. In some instances and subject to applicable law, wholesale brokers may assess a broker fee in addition to the compensation paid by insurance companies, and such broker fees typically are paid by the client.

Surplus Lines

Based on our marketing efforts, insurance for this proposal is not available in the admitted market for the terms and conditions specified. Therefore, this insurance proposal is with an insurer not licensed to transact insurance in the states of exposure and is issued and delivered as surplus lines coverage pursuant to the various state insurance laws. Persons insured by surplus lines insurers do not have the protection of the state insurance guaranty funds to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. The states



do not audit the finances or review the solvency of the surplus lines insurer providing this coverage. Applicable surplus lines taxes and fees apply.

Attachment:

Copy of insurer quote(s)
Quote Disclosure Report

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).



City of Roseville

Quote Disclosure Report

Trade ID	Program	Line Of Business	Carrier	Carrier Response	Carrier Deduction Reason	Premium ²	Quoted ARS Commission	National Additional Commission Rate ³	Intermediary, if applicable	Intermediary Commission	ARS Fee ⁴	Total ARS Income ^{4,5}	Total Cost to Client (Premium + Fee)
4186763	\$1M Cyber - Ace	E&O - Computer	Illinois Union Insurance Company	Quoted	N/A	\$17,758.00	16.0000%	N/A	N/A	N/A	N/A	\$2,841.28	\$17,758.00
4186803	\$1M Cyber - Beazley	E&O - Computer	Lloyd's Syndicate No. 2623	Quoted	N/A	\$30,264.00	15.0000%	N/A	N/A	N/A	N/A	\$4,539.60	\$30,264.00
4186765	\$1M Cyber-Ace-\$25k Deduct.	E&O - Computer	Illinois Union Insurance Company	Quoted	N/A	\$26,500.00	16.0000%	N/A	N/A	N/A	N/A	\$4,240.00	\$26,500.00
4186804	\$3M Cyber - Beazley	E&O - Computer	Lloyd's Syndicate No. 2623	Quoted	N/A	\$68,094.00	15.0000%	N/A	N/A	N/A	N/A	\$10,214.10	\$68,094.00
4186766	\$3M Cyber-Ace	E&O - Computer	Illinois Union Insurance Company	Quoted	N/A	\$32,100.00	16.0000%	N/A	N/A	N/A	N/A	\$5,136.00	\$32,100.00
4186767	\$5M Cyber-Ace	E&O - Computer	Illinois Union Insurance Company	Quoted	N/A	\$49,747.00	16.0000%	N/A	N/A	N/A	N/A	\$7,959.52	\$49,747.00

Presentation Date: 12/22/2014

Disclosures

Currency: USD

1. Aon Risk Services is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In placing, renewing, consulting on or servicing your insurance coverages, Aon Risk Services and its affiliates ("Aon") may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved.

Such goals are typically based on the total amount of certain insurance coverages placed by Aon with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, Aon may be considered to have an incentive to place your insurance coverages with a particular insurance company. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by contacting your Account Executive or emailing Aon Email Box. Where Aon participates in contingent commission arrangements with insurance companies, Aon may be entitled to additional commission in the range of 0 to 6% depending upon whether and when specified thresholds are achieved.

2. ARS receives premiums Clients pay for remittance to carriers, as well as refunds insurance companies pay for remittance to Clients, and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and carrier agreements.

3. Notwithstanding whether any commission amounts are shown in the Quoted ARS Commission column, ARS has national additional commission rates with some carriers for certain lines of business and/or for outsourced administrative services performed on the carrier's behalf. Where there is a National Additional Commission Rate shown, ARS expects to earn this commission rate on the premium amount quoted herein. Collecting this commission will not change in any way the Premium quoted above.

4. When a carrier does not pay ARS an amount sufficient to cover the brokerage and administrative services performed by ARS on the carrier's behalf for the benefit of our clients, ARS may charge such fees to the client as ARS deems necessary and where permitted by applicable law.

5. Total ARS Income equals the sum of the commission ARS will receive from the Carrier, including quoted and national additional commissions (as applicable), and the ARS fee, if any. Commission is calculated by multiplying the Premium amount by applicable commission rates.

6. The Total Cost to Client is Premium (inclusive of all ARS commission) plus ARS Fee (if applicable). Total Cost to Client does not include applicable surplus lines taxes and fees and it does not include applicable state fees, surcharges, or taxes assessed on the policy.

7. ARS performs various administrative functions related to the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, client data management, and administration. Where legally permitted to do so, ARS-US charges for its own account and collects from its clients, a \$300 policy administrative charge per policy placed. In some countries where legally permitted to do so, ARS charges for its own account and collects administrative fees from its clients. Administrative fees are in addition to and not in lieu of any other service fees agreed to and paid to us by our clients and/or any commissions paid to us by insurers, and these administrative fees appear separately on the invoices we issue.



ace usa

To: Nick Chmielewski	From: Sean Gremillion
Company: AON	Date: December 17, 2014
Tel: 312-381-2035	Tel: 312-775-7895
e-mail: Nicholas.Chmielewski@aon.com	e-mail: Sean.Gremillion@acegroup.com
Re: Primary Indication	Pages including cover: 20

Account:	City of Roseville
Insured Address:	311 Vernon St. Roseville, CA 95678
Line of Coverage:	ACE Privacy Protection® Privacy & Network Liability Insurance Policy
Type of Submission:	New
Insuring Company:	Illinois Union Insurance Company
Effective Date:	TBD, 12-month policy
Expiration Date:	TBD, 12-month policy

Dear Nick:

I am pleased to offer the attached indication for **City of Roseville**. The commission payable for placement of this business is **19%**.

Thank you for considering ACE USA as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Sean Gremillion
Underwriter
ACE USA – Professional Risk



ace usa

Account: City of Roseville

ACE USA is pleased to offer the following indication subject to receipt, review, and acceptance of the information listed below prior to binding coverage:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business **within 15 days of binding**:
 - a. Completed, signed and dated ACE Privacy Application and all materials requested thereon;
 - b. (PRIOR TO BINDING)**
 - c. Completed, signed and dated Cloud Service Providers Supplemental Application and all materials requested thereon;
 - d. Sample Contract; and
 - e. Does your company use any software or hardware that is no longer supported or has been identified as end-of-support by the software or hardware vendor? Yes No
 - If yes, please provide a complete list of the software or hardware and describe plans for replacement:
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

Privacy and Network Liability Premium Indication(s):

Option 1

Insuring Agreements	Limit of Liability Each Claim/Aggregate	Retention Each Claim	Retroactive Date
Privacy Liability	\$1,000,000	\$50,000	Inception
Data Breach Fund			Inception
Standard	\$100,000	\$50,000	
Inside-the-Limit option*	\$500,000	\$50,000	
Network Security Liability	\$1,000,000	\$50,000	Inception
Network Extortion	\$1,000,000	\$50,000	Inception
Internet Media	\$1,000,000	\$50,000	Inception

**Limits will automatically increase to the limits referenced in the Inside-the-Limit option if the data breach team is used and subject to all terms of the Inside-the-Limit endorsement. Please refer to the terms and conditions of the Data Breach Inside-the-Limit Endorsement.*

Regulatory Proceeding Sub-Limit of Liability: \$500,000

Maximum Policy Aggregate Limit of Liability: \$1,000,000

TOTAL PREMIUM DUE: \$17,758



ace usa

Option 2

Insuring Agreements	Limit of Liability Each Claim/Aggregate	Retention Each Claim	Retroactive Date
Privacy Liability	\$1,000,000	\$25,000	Inception
Data Breach Fund			Inception
Standard	\$100,000	\$25,000	
Inside-the-Limit option*	\$500,000	\$25,000	
Network Security Liability	\$1,000,000	\$25,000	Inception
Network Extortion	\$1,000,000	\$25,000	Inception
Internet Media	\$1,000,000	\$25,000	Inception

**Limits will automatically increase to the limits referenced in the Inside-the-Limit option if the data breach team is used and subject to all terms of the Inside-the-Limit endorsement. Please refer to the terms and conditions of the Data Breach Inside-the-Limit Endorsement.*

Regulatory Proceeding Sub-Limit of Liability: \$500,000

Maximum Policy Aggregate Limit of Liability: \$1,000,000

TOTAL PREMIUM DUE: \$26,500

Option 3

Insuring Agreements	Limit of Liability Each Claim/Aggregate	Retention Each Claim	Retroactive Date
Privacy Liability	\$3,000,000	\$50,000	Inception
Data Breach Fund			Inception
Standard	\$250,000	\$50,000	
Inside-the-Limit option*	\$1,500,000	\$50,000	
Network Security Liability	\$3,000,000	\$50,000	Inception
Network Extortion	\$3,000,000	\$50,000	Inception
Internet Media	\$3,000,000	\$50,000	Inception

**Limits will automatically increase to the limits referenced in the Inside-the-Limit option if the data breach team is used and subject to all terms of the Inside-the-Limit endorsement. Please refer to the terms and conditions of the Data Breach Inside-the-Limit Endorsement.*

Regulatory Proceeding Sub-Limit of Liability: \$1,500,000

Maximum Policy Aggregate Limit of Liability: \$3,000,000

TOTAL PREMIUM DUE: \$32,100



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Option 4

Insuring Agreements	Limit of Liability Each Claim/Aggregate	Retention Each Claim	Retroactive Date
Privacy Liability	\$5,000,000	\$100,000	Inception
Data Breach Fund			Inception
Standard	\$500,000	\$100,000	
Inside-the-Limit option*	\$2,500,000	\$100,000	
Network Security Liability	\$5,000,000	\$100,000	Inception
Network Extortion	\$5,000,000	\$100,000	Inception
Internet Media	\$5,000,000	\$100,000	Inception

**Limits will automatically increase to the limits referenced in the Inside-the-Limit option if the data breach team is used and subject to all terms of the Inside-the-Limit endorsement. Please refer to the terms and conditions of the Data Breach Inside-the-Limit Endorsement.*

Regulatory Proceeding Sub-Limit of Liability: \$2,500,000

Maximum Policy Aggregate Limit of Liability: \$5,000,000

TOTAL PREMIUM DUE: \$49,747

With the purchase of ACE Privacy Protection® Privacy & Network Liability Insurance, Loss Mitigation Services are available to purchase from the entities listed below for a fee. Please note that the fee is not premium for the insurance policy. The fee is paid to the entity performing the service. There is no commission associated with the fee. The entities listed below are not providers of insurance services and are not affiliated with ACE USA.

ACE Loss Mitigation Services (Additional Fee with No Commission)	Total Cost	Service Selected
Cyber Readiness		
• NetDiligence Network Assessment	\$3,000	<input type="checkbox"/>
Security Awareness		
• Wombat Security Technologies	\$3,000	<input type="checkbox"/>
Vendor Management		
• Lewis Brisbois Bisgaard & Smith	\$3,000	<input type="checkbox"/>
Regulatory Compliance		
• Trustwave – HIPAA Compliance	\$3,000	<input type="checkbox"/>
Information Governance		
• Huron Consulting Group	\$3,000	<input type="checkbox"/>
Breach Preparation		
• General Dynamics Fidelis	\$3,000	<input type="checkbox"/>

Policyholder Contact for Loss Mitigation Services

- Name:
- Title:
- Phone Number:
- E-mail:

Total Cost for Loss Mitigation Services: \$

TOTAL DUE FOR PREMIUM AND LMS FEE: \$

09/2013



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PLEASE NOTE THE FOLLOWING: The Terrorism Risk Insurance Act of 2002, and as subsequently amended ("TRIA") does not apply to the coverages provided by this policy. Accordingly, no premium assessment has been made for TRIA.

Extended Reporting Period: 12 months for 100% of last annual premium

Policy Form Numbers: PF-26999 (05/09) / F-27000 (05/09)

The following Endorsements will be added to the basic contract(s):

Endorsement Title:	Additional Information (if applicable)	Number
1. Signature Endorsement		LD5S23h (non-admitted)
2. Notice Amended Endorsement		PF-33468 (02/11)
3. Trade or Economic Sanctions Endorsement		ALL-21101 (11/06)
4. Additional Insuring Agreements Endorsement	(Media and Extortion)	PF-27126 (05/09)
5. False Claims Act Exclusion		PF-38981 (01/13)
6. Data Breach Fund Inside- the-Limit		PF-42689 (04/14)
7. Notice Amended - Variable Number of days	(60 days)	PF-27106 (05/09)
8. Defense and Settlement Amended - 50% of Claims Expenses		PF-27096 (05/09)
9. Acts of Cyber-Terrorism		PF-42698a (09/14)
10. Loss of Technical Support Exclusion	(Can be removed with favorable response on subjectivity) (If Insured elects a loss mitigation service)	PF-42699 (05/14)
11. Loss Mitigation		PF-43810 (11/14)

Please refer to the terms of the endorsement including all coverage definitions, limits, defense, conditions and disclaimers outlining the conditions precedent to coverage under the Data Breach Team Endorsement.

<u>Options 1 and 2</u>	<u>Each Claim</u>	<u>Aggregate</u>
Data Breach Fund Inside-the-Limit	\$500,000	\$500,000

Solely with respect to that portion of **Data Breach Expenses** incurred in retaining the services of the **Data Breach Coach** (subsection H1) the Retention is \$0.

<u>Option 3</u>	<u>Each Claim</u>	<u>Aggregate</u>
Data Breach Fund Inside-the-Limit	\$1,500,000	\$1,500,000

Solely with respect to that portion of **Data Breach Expenses** incurred in retaining the services of the **Data Breach Coach** (subsection H1) the Retention is \$0.

<u>Option 4</u>	<u>Each Claim</u>	<u>Aggregate</u>
Data Breach Fund Inside-the-Limit	\$2,500,000	\$2,500,000

Solely with respect to that portion of **Data Breach Expenses** incurred in retaining the services of the **Data Breach Coach** (subsection H1) the Retention is \$0.



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State Amendatory Endorsement(s) added to basic contract(s):

Service of Suit Endorsement, if applicable

The following Notices will be added to the basic contract(s):

Access to eRisk Hub® Notice to Policyholders	PF-25176a (06/10)
Access to the Data Breach Team Notice to Policyholders	PF-30265 (07/10)
ACE Producer Compensation Practices & Policies	ALL-20887 (10/06)
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	PF-17914 (02/05)
U.S. FACTA Notice	ALL-42490 (03/14)

This indication will remain valid until 01/17/15.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT OF 2010 (NRRA) UPON THE BINDING OF THIS PLACEMENT. IF THE STATE SET FORTH IN THE ABOVE-REFERENCED INSURED ADDRESS IS THE HOME STATE OF THE INSURED, NO ACTION IS REQUIRED. HOWEVER, IF THE HOME STATE OF THE INSURED IS OTHER THAN THAT SET FORTH IN THE INSURED ADDRESS, YOU MUST NOTIFY US IN WRITING PRIOR TO THE BINDING OF THIS PLACEMENT.

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Sean Gremlion
Underwriter
ACE USA – Professional Risk

SPECIMEN

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

SPECIMEN



**ACE Producer Compensation
Practices & Policies**

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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ACE DigiTech®

Digital Technology and Professional
Liability Insurance Program

eRisk Hub™

eRisk Hub Portal:

ACE Professional Risk recognizes the complex challenges that companies face staying on top of evolving privacy laws and regulations. In an effort to assist policyholders with these issues, ACE Professional Risk provides access to the eRisk Hub™, a web-based loss prevention resource to help policyholders manage cyber risk. Founded and managed by NetDiligence®, a leading network security and e-risk assessment services company, the eRisk Hub is a private, web-based portal containing information and technical resources that can assist policyholders in the prevention of network and privacy losses and provide support in the timely reporting and recovery of losses if an incident occurs. The eRisk Hub portal also features news, content and access to leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.



Registration to the site is free for ACE DigiTech policyholders.

What services do you have access to?

- **Incident HELP Hotline**
Staffed by security experts who can provide immediate triage assistance in the event of a breach.
- **eRisk Resources Directory**
Comprehensive directory of external resources with expertise in pre- and post-breach disciplines.
- **News Center**
Resource for current privacy and network security news, security and compliance blogs, risk management events, and helpful industry links.
- **Learning Center**
Best-practice articles and white papers written by leading technical and legal experts on compliance, network security, privacy and breach recovery.

Please note the following:

1. The eRisk Hub portal is private and secure. Policyholders should not share portal access instructions with anyone outside of the organization. Policyholders are responsible for maintaining the confidentiality of the ACE Access Code we provide.
2. The eRisk Hub portal is for ACE clients only. Up to three individuals may register and use the portal. Ideal candidates include the policyholder's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager, or Legal Counsel.
3. The eRisk Hub portal contains a directory of experienced providers of cyber risk management and breach recovery services. ACE does not endorse these companies or their respective services. Before an organization engages any of these companies, we urge it to conduct its own due diligence to ensure the companies and their services meet its needs. Unless otherwise indicated or approved, payment for services provided by these companies is the policyholder's responsibility.
4. Should a policyholder experience a data breach event, it may choose to call the Incident HELP Hotline listed in the portal for immediate triage assistance. If a policyholder engages this service, it is billable at the rate of \$200 per hour. Please be aware that the hotline service is provided by a third-party network security company. Therefore, calling the hotline does NOT satisfy the claim notification requirements of the policy.



Access to eRisk Hub[®] Notice to Policyholders

This Policyholder Notice shall be construed as part of your policy but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning access to the **eRisk Hub[®]**, a private web-based loss prevention portal to help policyholders manage cyber risk. Founded and managed by NetDiligence[®], a leading network security and e-risk assessment services company, the eRisk Hub is a private, web-based portal containing information and technical resources that can assist you in the prevention of network and privacy losses and support you in the timely reporting and recovery if an incident occurs.

The eRisk Hub portal is an internet-based service that features news, content and access to leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

Please note the following:

1. The eRisk Hub portal is private and secure. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the ACE Access Code provided to you.
2. The eRisk Hub portal is for ACE clients only. Up to three individuals from your organization may register and use the portal. Ideal candidates include your company's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager, or Legal Counsel.
3. The eRisk Hub portal contains a directory of experienced providers of cyber risk management and breach recovery services. ACE does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.
4. Should you experience a data breach event, you may choose to call the Data Breach Coach Hotline listed in the portal for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the ACE Data Breach Team Panel Guidelines. Therefore, calling the hotline does NOT satisfy the claim notification requirements of your policy.

To register for the eRisk Hub:

1. Send an e-mail request to eriskhub@acegroup.com including the following information to obtain a copy of your ACE Access Code to the eRisk Hub:
 - a. Your Name (up to three individuals from you organization may register and use the portal)
 - b. Your Title
 - c. Your Phone Number
 - d. Named Insured (Item 1. of your Policy)
 - e. Policy Number

Within four business days you will receive a copy of your ACE Access Code.

2. Go to www.eriskhub.com/ace.php.
3. Complete the registration form (this will require your ACE Access Code from Step 1 above).
4. Once registered, access the portal by going to www.eriskhub.com/ace.php and completing the User Login.



Access to the Data Breach Team Notice to Policyholders

This Policyholder Notice shall be construed as part of your policy but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning access to the **Data Breach Team Panel List**, a list of approved service providers to provide legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services.

The list of approved service providers is available at the eRisk Hub® website. Please note, you must first register with the eRisk Hub before you can access the Data Breach Team Panel List. Please refer to the Access to eRisk Hub Notice to Policyholders for instructions on how to register to the eRisk Hub. Once registered, you can access the portal by going to www.eriskhub.com/ace.php and completing the User Login.

In the event of a data breach event, a copy of the Data Breach Panel List can also be obtained from the Data Breach Coach, the law firm within the Data Breach Team designated for consultative and pre-litigation services provided to you. In the event of a breach, contact the Data Breach Coach as indicated on the amended Declarations of the Data Breach Endorsement.

Please note the following:

1. ACE shall not be a party to any agreement entered into between any Data Breach Team service provider and the policyholder. It is understood that Data Breach Team service providers are independent contractors, and are not agents of ACE. The policyholder agrees that ACE assumes no liability arising out of any services rendered by a Data Breach Team service provider. ACE shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any Data Breach Team service provider and the policyholder. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by such Data Breach Team service provider and the policyholder, and not ACE.
2. ACE has no obligation to provide any of the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services provided by the Data Breach Team.
3. The policyholder is under no obligation to contract for services with Data Breach Team service providers, except as amended by the Data Breach Team Endorsement.
4. Solely with respect to policyholder's wishing to execute the terms and conditions provided by the Data Breach Team Endorsement:
 - a. failure to comply with any one or more of the requirements of the endorsement will preclude coverage under the endorsement, and the policy will retain its original terms and conditions as if the Data Breach Team Endorsement had not been attached to the policy.
 - b. ACE may, at its sole discretion as evidenced by the ACE's prior written approval, on or before the effective date of the policy, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the Data Breach Team.
 - c. If, during the policy, either (i) any of the Data Breach Team service providers is unable to or does not provide the services covered under Data Breach Expenses or (ii) there is a change of law or regulation that prevents service providers selected exclusively from the Data Breach Team from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the policyholder; ACE may, at its sole discretion as evidenced by the ACE's prior written approval, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the Data Breach Team.

Further, the maximum rate ACE will pay for Data Breach Expenses shall be no more than the rates outlined in the ACE Data Breach Team Panel Guidelines for such services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Data Breach Team with Data Breach Fund Sidecar Endorsement

**This endorsement modifies insurance provided under the following:
ACE Privacy Protection Privacy and Network Liability Insurance Policy**

It is agreed that if, as conditions precedent to coverage hereunder:

- a. the **Insured** selects only service providers from the **Data Breach Team**; or
- b. the **Insurer** permits the **Insured**, in accordance with section 7 of this endorsement, to retain alternative service providers;

the **Policy** is amended as follows:

1. The Declarations is amended as follows:

- a. Item 4AB is deleted and the following is inserted:

	<u>Each Claim</u>	<u>Aggregate</u>
B. Data Breach Fund Sidecar	\$	\$

(solely applicable to **Data Breach Expenses** as defined in this endorsement)

- b. Solely with respect to that portion of **Data Breach Expenses** incurred in retaining the services of the **Data Breach Coach** (as set forth in Section II, subsection H1 of this **Policy**) under Insuring Agreement B, Item 5, Retention, is deleted and replaced with the following:

\$ each **Claim** for Coverage B

- c. Item 6, Notice to **Insurer**, is amended by adding the following:

- In the event of a **Claim** (or potential **Claim** as set forth in section VIII, B) under Insuring Agreement B, where urgent crisis management support is required, please contact:

Data Breach Coach Hotline: 1 (800) XXX-XXXX

2. Section II, Definitions, is amended as follows:

- a. Subsection H, the definition of **Data Breach Expenses** is deleted in its entirety and the following is inserted,

- a. **Data Breach Expenses** means those reasonable and necessary expenses incurred by the **Insured** or which the **Insured** becomes legally obligated to pay:

1. to retain the services of the **Data Breach Coach**, including but not limited to retaining such services for **Regulatory Communications**;
2. to retain the services of a third party computer forensics firm to determine the cause and scope of a failure by the **Insured**, or by an independent contractor for whom the **Insured** is legally responsible, to properly handle, manage, store, destroy or otherwise control **Personal Information**;
3. to comply with **Privacy Regulations**, including but not limited to:
 - a. retaining the services of a law firm to determine the applicability and actions necessary to comply with **Privacy Regulations**, including but not limited to **Regulatory Communications** and drafting notification letters;
 - b. retaining the services of a notification service; and
 - c. retaining the services of a call center support service;

For purposes of this subsection H3, compliance with **Privacy Regulations** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;

4. to retain the services of:
 - a. a public relations or crisis communications firm; and
 - b. a notification service to voluntarily notify individuals whose **Personal Information** has been wrongfully disclosed or otherwise compromised;solely for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, the **Insured** as a result of a **Wrongful Act**;
5. to retain the services of a law firm solely to determine the **Insured's** indemnification rights under a written agreement with an independent contractor with respect to a **Wrongful Act** expressly covered under Insuring Agreement A of this **Policy** and actually or allegedly committed by such contractor;
6. to retain the services of a licensed investigator or credit specialist to provide up to one year of fraud consultation to the individuals whose **Personal Information** has been wrongfully disclosed or otherwise compromised;
7. with the **Insurer's** prior written consent, for credit monitoring, credit freezing, or fraud alert service expenses for those individuals who accept an offer made by or on behalf of the **Insured** for, and receive, credit monitoring, credit freezing or fraud alert service; and
8. to retain the services of a third party identity restoration service for those individuals who are confirmed by a licensed investigator as victims of identity theft directly resulting from a **Wrongful Act** expressly covered under Insuring Agreement A of this **Policy**;

Data Breach Expenses shall not include:

1. costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the loss event or to be compliant with **Privacy Regulations**;
 2. taxes, fines, penalties, injunctions, or sanctions; and
 3. regular or overtime wages, salaries, or fees of the **Insured**.
- b. Subsection G, the definition of **Damages** is amended by deleting the phrase "compensatory damages" and inserting the phrase "a direct settlement of a **Regulatory Proceeding** or compensatory damages" in numbered paragraph 7.
 - c. Subsection Y, the definition of **Regulatory Fines** is amended by inserting the phrase "or **Regulatory Communications**" immediately after the phrase "a **Regulatory Proceeding**".
 - d. Subsection Z, the definition of **Regulatory Proceeding**, is amended by deleting the phrase "request for information, demand,".
 - e. The following definitions are added:
 - **Data Breach Coach** means the law firm within the **Data Breach Team** designated for consultative and pre-litigation services provided to the **Insured**.
 - **Data Breach Team** means a list of approved service providers to provide legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services. The list of approved service providers is available at the eRisk Hub[®] website to the **Named Insured** via passcode. In the event of a breach, contact the **Data Breach Coach** as indicated on the Declarations.
 - **Regulatory Communications** means those reasonable and necessary expenses incurred by the **Insured** to retain the services of a law firm to:
 - i. communicate with a government agency to determine the applicability and actions necessary to comply with **Privacy Regulations**; and
 - ii. respond to a request for information or demand by a governmental agency alleging the violation of **Privacy Regulations**;as a result of a **Wrongful Act** as set forth in subsection EE, numbered paragraph 2 of such definition.

3. Section III, Exclusions, is amended as follows:

a. Subsections F and Q are amended to add the following to each subsection, respectively:

- a. Solely with respect to a **Wrongful Act** expressly covered under Insuring Agreement B, this exclusion shall not apply to a **Regulatory Communications**.

4. Section VI, Limits of Liability, is amended as follows:

a. Subsection A, numbered paragraph 2, is deleted in its entirety and the following is inserted its place:

2. With respect to Insuring Agreement B:

- a. The Each **Claim** Limit of Liability as stated in Item 4AB of the Declarations (as amended by this endorsement) is the **Insurer's** maximum liability under Insuring Agreement B for the sum of all **Data Breach Expenses** provided under the Data Breach Fund Sidecar because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- b. The Aggregate Limit of Liability stated in Item 4AB of the Declarations (as amended by this endorsement) is the **Insurer's** maximum liability under Insuring Agreement B for the sum of all **Data Breach Expenses** provided under the Data Breach Fund Sidecar because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
- c. The Each **Claim** and Aggregate Limits of Liability stated in Item 4AB (as amended by this endorsement) shall be in addition to, and not part of, the Maximum **Policy** Aggregate Limit of Liability set forth in Item 4C of the Declarations.

b. Numbered paragraph 4 is deleted in its entirety and the following provisions are inserted:

4. **Claims Expenses** shall be part of and not in addition to the applicable Aggregate Limits of Liability stated in Item 4A or 4C of the Declarations, and shall reduce such Aggregate Limits of Liability.
5. Except those **Data Breach Expenses** provided under the Data Breach Fund Sidecar, **Data Breach Expenses** (as originally defined the **Policy**) shall be part of and not in addition to the applicable Aggregate Limits of Liability set forth in Item 4AB and 4C of the Declarations.
6. If the applicable Limit of Liability is exhausted by payment of **Damages, Claims Expenses, or Data Breach Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** is entitled to pay **Damages, Claims Expenses, and Data Breach Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
7. Any payment of **Data Breach Expenses** (as originally set forth in the **Policy**) shall erode the Each **Claim** and Aggregate Limits for the Data Breach Fund Sidecar stated in Item 4AB of the Declarations and shall also simultaneously erode the Limits of Liability in Item 4AB and 4C as originally set forth in the **Policy** Declarations. Any payment of **Data Breach Expenses** provided under the Data Breach Fund Sidecar shall erode the Each **Claim** and Aggregate Limits of Liability originally set forth in Item 4AB of the Declarations. In no event shall the Limits of Liability stated in this endorsement, and the Limits of Liability stated in the original **Policy** Declarations be stacked or added together.
8. For any single **Claim**, the **Insured** may elect to utilize **Data Breach Expenses** as originally defined in the **Policy** or **Data Breach Expenses** provided under the Data Breach Fund Sidecar (subject to the **Data Breach Team** Coverage Conditions set forth in this endorsement). In no event shall both the **Data Breach Expenses**, as originally defined in the **Policy**, and the **Data Breach Expenses** provided under the Data Breach Fund Sidecar be applied to the same **Claim**.
9. In the event the Aggregate limit as originally set forth in the Declarations under Item 4AB is exhausted, the **Insurer** shall have no further obligation to pay **Data Breach Expenses**, except to the extent that the **Insured** is in full compliance with the terms of this endorsement, in which case the then-remaining Limits of Liability for the Data Breach Fund Sidecar stated in this endorsement shall apply.

- c. Subsection B, Maximum **Policy** Aggregate Limit of Liability, is amended to add the following:
 - However, the foregoing shall not apply to **Data Breach Expenses** provided under the Data Breach Fund Sidecar.
5. Section VII, Retention, is amended by adding the following:
 - Any amounts paid by the **Insurer** or the **Insured** solely for that portion of **Data Breach Expenses** incurred for **Regulatory Communications**, shall simultaneously erode the applicable Retention set forth in Item 5 of the Declarations for a **Regulatory Proceeding** under Insuring Agreements A or C.
6. Section IX, Defense and Settlement, is amended as follows:
 - a. Subsection A3 is amended by deleting the phrase "**Claims Expenses** or **Data Breach Expenses** (as defined in Section II, subsection H3 of this **Policy**)" and inserting the phrase "**Claims Expenses**, or **Data Breach Expenses** (as defined in Section II, subsection H7 of this **Policy**)".
 - b. Subsection F is amended by deleting the phrase "**Data Breach Expenses** set forth in Section II, subsection H3 of this **Policy**" and inserting the phrase "**Data Breach Expenses** set forth in Section II, subsections H7 of this **Policy**".
7. The following new Sections are added to the **Policy**:
 - **DATA BREACH TEAM COVERAGE CONDITIONS**
 - A. The **Insurer** may, at its sole discretion as evidenced by the **Insurer's** prior written approval on or before the effective date of this **Policy**, permit the **Insured** to retain alternative service providers to provide services comparable to the services offered by the **Data Breach Team**, provided, however, the maximum rate the **Insurer** will pay for **Data Breach Expenses** shall be no more than the rates outlined in the ACE **Data Breach Team** Panel Guidelines for such services.
 - B. If, during the **Policy Period**, any one of the following occurs:
 - i. any of the **Data Breach Team** service providers is unable to or does not provide the services covered under **Data Breach Expenses**; or
 - ii. there is a change of law or regulation that prevents service providers selected exclusively from the **Data Breach Team** from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the **Insured**;

the **Insurer** may, at its sole discretion as evidenced by the **Insurer's** prior written approval, permit the **Insured** to retain alternative service providers to provide services comparable to the services offered by the **Data Breach Team**; provided, however, the maximum rate the **Insurer** will pay for **Data Breach Expenses** shall be no more than the rates outlined in the ACE **Data Breach Team** Panel Guidelines for such services.
 - C. The **Insurer** may, in its sole and good faith discretion, require the use of the **Data Breach Coach** by the **Insured** with respect to any **Claim** or potential **Claim**.
 - **DATA BREACH TEAM COVERAGE DISCLAIMERS**

The **Insured** is under no obligation to contract for services with **Data Breach Team** service providers, in which case, except as stated below, the above-referenced **Policy** terms, as amended by this endorsement, shall not apply.

The **Insurer** shall not be a party to any agreement entered into between any **Data Breach Team** service provider and the **Insured**. It is understood that **Data Breach Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insured** agrees that the **Insurer** assumes no liability arising out of any services rendered by a **Data Breach Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Data Breach Team** service provider and the **Insured**. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Data Breach Team** service provider and the **Insured**, and not the **Insurer**.

The **Insurer** has no obligation to provide any of the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services provided by the **Data Breach Team**.

The **Insured's** failure to comply with any one or more of the preceding requirements will preclude coverage under this **Data Breach Team** endorsement, and the **Policy** will retain its original terms and conditions as if this **Data Breach Team** endorsement had not been attached to this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative





COUNCIL COMMUNICATION

City Clerk Use Only⁶⁷¹⁴

DATE: March 5, 2015

TITLE: Appointment – Alternate Position on the South Placer Wastewater Authority JPA

CONTACT: Sonia Orozco, 916-774-5269 sorozco@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends the City Council approve, by motion, the appointment of Vice Mayor Susan Rohan as an alternate member for meetings of the South Placer Wastewater Authority Joint Powers Agency for the duration of the 2015/2016 Council assignments.

BACKGROUND

Memberships on auxiliary boards, committees, and or commissions within the Placer County and Sacramento region are an essential function of our elected officials. Regional cooperation and representation has resulted in successful partnerships with our neighboring communities and special districts. Staff of the South Placer Wastewater Authority and the Roseville Environmental Utilities' department has requested an alternate be appointed to fill in if either Councilmember Gore or Councilmember Rocucci cannot attend the meetings.

FISCAL IMPACT

No direct fiscal impact associated with this appointment.

ECONOMIC DEVELOPMENT/JOBS CREATED

None.

ENVIRONMENTAL REVIEW

The appointment of a City Councilmember to an auxiliary board or JPA is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully submitted,

Sonia Orozco, City Clerk

APPROVED:

Ray Kerriedge
City Manager

Routing Approval:

ACM FIN N/A IT ATTY

AGENDA ITEM

6.30



MINUTES
JANUARY 7, 2015

CITY COUNCIL CLOSED SESSION

5:30 p.m.

CITY COUNCIL MEETING
HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The Roseville City Council Closed Session was called to order by Mayor Carol Garcia on Wednesday, January 7, 2015 at 5:30 p.m.

2. SILENT ROLL CALL

Councilmember:	Bonnie Gore	Absent
Councilmember:	Tim Herman	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

3. CLOSED SESSION PUBLIC COMMENTS

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

No public comment received.

4. CLOSED SESSION

4.1 Conference with Labor Negotiators

Conference with labor negotiators, California Government Code section 54957.6
Agency designated representatives: Gayle Satchwell and Tim Davis
Employee Organization: Roseville Firefighters Association
CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

AGENDA ITEM

#

7.1

City Attorney Brita Bayless reported Item 4.1 was dropped from the agenda and was not discussed in Closed Session.

The Closed session covered the two other items on the agenda.

Closed Session Pending Litigation

- 4.2 Conference with legal counsel – anticipated litigation; initiation of litigation (one case), pursuant to California Government Code section 54956.9(d)(4).
CONTACT: Brita Bayless 774-5325 bbayless@roseville.ca.us

Closed Session Disclosure: City Attorney Brita Bayless reported consensus was to direct staff to not engage in litigation.

- 4.3 Public Employee Appointment and Conference with Labor Negotiator
Designated representative Gayle Satchwell, regarding unrepresented employee, City Attorney. Pursuant to California Government Code Sections 54957 and 54957.6.
CONTACT: Gayle Satchwell 774-5374 gsatchwell@roseville.ca.us

Closed Session Disclosure: City Attorney Brita Bayless reported a labor negotiator was appointed.

5. CALL TO ORDER

The meeting of the Roseville City Council was called to order by Mayor Carol Garcia on Wednesday, January 7, 2015 at 7:00 p.m.

6. ROLL CALL

Councilmember:	Bonnie Gore	Absent
Councilmember:	Tim Herman	Present
Vice Mayor:	Susan Rohan	Present
Councilmember:	Pauline Roccucci	Present
Mayor:	Carol Garcia	Present

7. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by members of the Dry Creek 4H Club.

A moment of silence was held for retired Roseville Firefighter Captain Tracy Chimenti.

8. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

NOTICE TO THE PUBLIC

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) – minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

9. PRESENTATIONS

- 9.1 Presentation of Resolution to JoAnn Funk, Nice Twice
Resolution of Acclamation and Appreciation for a commendable business history and notable contributions to the Roseville community.
File 0102-10
CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us

Mayor Garcia made the presentation to JoAnn who responded.

10. PUBLIC COMMENTS**NOTICE TO THE PUBLIC**

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

Gary Scott, Roseville, spoke on calendar entitled "Roseville Town Planner" citing concern with the cover photo depicting children playing on railroad track. Mr. Scott was made aware that the City of Roseville was not responsible for the calendar as it is circulated by a private business.

11. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker.

BEGINNING OF CONSENT CALENDAR**Approval of the Consent Calendar**

Item 11.19 removed to be discussed separately. All other items approved as recommended.

Bids/Purchases/Services:

- 11.1 Royer Park Tennis Court Renovation Project – Award of Contract
Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-11 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ABIDE BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project scope of work includes removal of the asphalt surface, replacement with a new concrete court surface, removal and replacement of the fence, construction of an accessible parking stall, and modifications to the accessible path of travel. Two additive alternatives were identified during the design

process. These included black vinyl fencing in lieu of powder coated fencing and the addition of a practice wall. City Council approved the project plans and specifications at the October 15, 2014 meeting and bids were submitted by three pre-qualified bidders and were opened on Monday, November 10, 2014. Staff recommends the award of the project to Abide Builders in the amount of \$217,900.00 (base bid of \$212,900.00 plus winter suspension allowance of \$5,000.00). Funding for this project is from the Infill Neighborhood Parks Fund and was initially allocated in the FY2009/10 budget with additional funding in the FY2013/14 budget. No General Funds will be used for this project.

Council Communication No. 6568 – File 0704-01

CONTACT: Rjahja Canlas 774-5342 rcanlas@roseville.ca.us

11.2 Valve Upgrade/Replacement Parts – Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council award of a sole source purchase order to Rexa, Inc. for the purchase of electraulic (electro-hydraulic) actuators and controller panels for the Dry Creek and Pleasant Grove Wastewater Treatment Plants. The Wastewater Treatment Plants are replacing/upgrading their current REXA valve actuators with like, in-kind equipment, as no other manufacturer's components are compatible. This is a sole source purchase because the REXA actuators are manufactured using patented technology. The total cost of the electraulic actuators and controller panels, including tax and freight, is a not to exceed value of \$116,000.00. Funding is included in the Environmental Utilities Wastewater Operations' FY2014/15 budget.

Council Communication No. 6553 – File 0203-09

CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

11.3 Security Guard Services (RFQ 2051) – Service Agreement Renewal

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-01 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND GREEN VALLEY SECURITY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1505178). The Pleasant Grove Wastewater Treatment Plant (PGWWTP) has an ongoing requirement for security guard staffing at their plant from 6:00 p.m. through 6:00 a.m. seven days per week, 365 days per year when City staff are not on duty. The Electric Department has a similar requirement for nighttime security guard staffing at the Electric Department Yard. The Downtown Library utilizes a security guard Monday through Saturday to patrol areas in and around the Downtown Library to observe and report potential safety hazards and to report suspicious activities of unknown individuals. The vendor has performed satisfactorily and in accordance with the terms and conditions of the bid. This will be the second of four optional renewal years. The estimated annual cost of the security guard services is \$147,000.00. Funding is included in the PGWWTP, Electric Department, and Parks, Recreation and Library Department's FY2014/15 budgets for services through June 30, 2015. Funding will be included in the end using departments' proposed FY2015/16 budgets for the remainder of the contract period. The services performed in FY2015/16 will be contingent upon Council approval of budgets for that year.

Council Communication No. 6552 – File 0203-14

CONTACT: Joanna Oukrop 774-5745 joukrop@roseville.ca.us

11.4 RFP Radio System Selection – Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-07 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CDX WIRELESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1504351). The Information Technology Department released a Request for Proposals to assess the City's current radio system and provide consulting services for a future radio system. CDX Wireless was selected as the most qualified vendor based on multiple criteria including qualifications, experience, demonstration of understanding of the City's needs, and cost. Vendor support for the 800MHz radio system currently used by departments throughout the City is set to expire at the end of 2018. Anticipating the need to replace the system well before this time, the Information Technology Department will engage CDX Wireless, a radio consulting firm, to perform a complete assessment of the City's radio systems and make recommendations moving forward. These recommendations will then be used to formulate a plan for replacing the 800 MHz system over the next three years. The total cost for the Radio System Selection is \$52,650.00. Funding is included in the Information Technology Rehab budget for FY2014/15.

Council Communication No. 6567 – File 0203-05

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

Resolutions:**11.5 Business Analyst Certificate Program – Professional Services Agreement**

Memo from Human Resources Manager Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 15-12 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA STATE UNIVERSITY, SACRAMENTO COLLEGE OF CONTINUING EDUCATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Due to the success of the previous Business Analyst Certificate Program sponsored by Information Technology, the City of Roseville's Human Resources Department has partnered with California State University, Sacramento College of Continuing Education to bring a subsequent program to Roseville. This intensive training program is intended for up to 25 participants from various City departments. The goal of the program is to provide a variety of specific sessions designed to help the organization work smarter to achieve its mission. The total cost of these services will not exceed \$42,084.00. Each department has budgeted in their 2014/15 budget to pay for their respective participant(s) at the cost of \$1,600.00 per participant.

Council Communication No. 6564 – File 0600-05

CONTACT: Lisa Achen 774-5205 lachen@roseville.ca.us

Lorrie McClain 774-5134 lmccclain@roseville.ca.us

11.6 Information Technology Business Impact & Analysis Plan - Professional Services Agreement

Memo from Senior Business Systems Analyst Carrie DeMuth and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 15-02 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MLC & ASSOCIATES, INC. AND AUTHORIZING THE CITY

MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City wishes to partner with MLC to develop a high level Business Impact Analysis (BIA) plan. The deliverable from this engagement will be the ground work for more detailed business resumption and disaster recovery plans for those identified critical business processes and services. A BIA is an initial step in creating a comprehensive Business Resumption Plan. It differentiates critical (urgent) and non-critical (non-urgent) organization functions and activities. The cost of the agreement is \$25,000.00.

Council Communication No. 6560 – File 0800-05

CONTACT: Carrie DeMuth 774-5431 cdemuth@roseville.ca.us

11.7 2015 Sanitary Survey Update of the Sacramento River Watershed Area – Memorandum of Understanding

Memo from Senior Engineer Cathy Lee and Environmental Utilities Director Ed Kriz recommending Council adopt RESOLUTION NO. 15-03 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE, CITY OF SACRAMENTO, CITY OF WEST SACRAMENTO, EAST BAY MUNICIPAL UTILITY DISTRICT, PLACER COUNTY WATER AGENCY, SACRAMENTO COUNTY WATER AGENCY AND WOODLAND-DAVIS CLEAN WATER AGENCY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Division of Drinking Water of State Water Resources Control Board requires all water purveyors to conduct a watershed sanitary survey for their surface water sources and update the survey every 5 years, thereafter. The City of Sacramento has offered to coordinate this activity for all participants to generate the required 2015 update and have prepared a Memorandum of Understanding (MOU) regarding apportionment of costs for this project. The total estimated project costs are approximately \$130,000.00 with an additional \$70,000.00 provided as contingency for unforeseen additional costs. In no case shall the total value of project cost exceed \$200,000.00, except by amendment of the MOU. Based on the number of water agencies involved and approximate amount of effort needed for each agency, the total cost is split based on the location for possible watershed contaminant sources. Roseville's contribution to this effort is not to exceed \$22,500.00. The cost of this project has been budgeted in the Water Administration Fund.

Council Communication No. 6557 – File 0800-02

CONTACT: Cathy Lee 746-1703 clee@roseville.ca.us

11.8 Water Quality and Landfill Gas Monitoring and Reporting Services – Professional Services Agreement

Memo from Refuse Utility Manager Devin Whittington and Environmental Utilities Director Ed Kriz recommending Council adopt RESOLUTION NO. 15-04 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CH2M HILL ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The closure of the Roseville Sanitary Landfill was completed in late 1995 in accordance with Waste Discharge Requirements. Since 1994, staff has hired the engineering firm CH2MHILL to review data and report on the nature of any release from the landfill to the groundwater. CH2MHILL's annual water quality report has established baseline water quality parameters and evaluates the effectiveness of the landfill closure. Generally, it

takes a number of years of groundwater monitoring and analysis to determine if a landfill closure has been effective. At this time, further monitoring and reporting is required. Concentration of monitored contaminants in water samples are exceeding compliance levels on one monitoring well to the southwest of the site. Although the concentration levels do not seem to be increasing, monitoring and reporting is necessary to determine if further actions are needed. The cost of these services has been decreasing each year. This is due to landfill decomposition activity slowing resulting in a reduced methane production. Also monitoring wells have been abandoned reducing the required monitoring and reporting. The 2015 contract amount of \$173,726.00 will be paid by the landfill maintenance budget. Funding for the Water Quality and Landfill Gas Monitoring and Reporting services are included in the solid waste service rates.

Council Communication No. 6551 – File 0800-02

CONTACT: Devin Whittington 774-5783 dwhittington@roseville.ca.us

11.9 City of Roseville Updated Investment Policy

Memo from Financial Analyst Jacquie Clarizio and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 15-05 ADOPTING THE REVISED INVESTMENT POLICY FISCAL YEAR 2014-2015. Effective January 1, 2015, California Government Code § 53601 (q) has been updated to include Supranationals and Asset Backed Securities as authorized investments. Supranational organizations are international institutions that provide development financing, advisory and/or other financial services to their member countries to achieve an overall goal of improving living standards through sustainable economic growth. Similar to government bonds, the bonds issued by these institutions are considered very safe and have a high credit rating. Purchases of Supranationals shall not exceed 30 percent of the investment portfolio of the City. Asset Backed Securities are securities (notes or bonds) that are issued with a structure that repayment is intended to be obtained from the cash flow generated by an identified, and secured/collateralized, pool of assets. Eligible securities must be rated, by a nationally recognized rating service, as "AA" or higher. In addition, no more than 20 percent of the City's surplus funds may be invested in this type of security. Both additions to the Permitted Investment section of the Investment Policy are in compliance with the California Government Code.

Council Communication No. 6554 – File 0217

CONTACT: Jacquie Clarizio 774-5323 jclarizio@roseville.ca.us

11.10 Street Closure Agreement

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-09 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACTOMOFO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City of Roseville previously had an agreement with SactoMoFo, LLC. Since SactoMoFo is no longer an LLC, staff is bringing forward a new agreement between the City of Roseville and SactoMoFo's sole proprietor, Paul Somerhausen. As of January 8, 2015, staff is proposing to move the event from the 200 block of Vernon Street to the 400 block of Vernon Street. This new agreement allows for the event location to be flexible on Vernon or Grant Street, based on the wishes of the merchants and City of Roseville staff. The monthly event is still very successful

in bringing people to the downtown to showcase the revitalization efforts currently underway. However, a few of the merchants on the 200 block of Vernon Street have recently relayed that they are not happy with the event setting up in front of their businesses. In an effort to continue hosting the event City staff engaged the Downtown Roseville Merchants Association and business owners on the 400 block of Vernon Street and they have agreed to try the event on the 400 block. We will continue to monitor the events success and evaluate the programs lifecycle in the downtown, as we move forward with revitalizing the downtown. Staff will keep the City Council informed. There are no new costs associated with this amended agreement.

Council Communication No. 6570 – File 0109-02

CONTACT: Jamie Hazen 774-5978 jhazen@roseville.ca.us

11.11 FY2013-14 Annual Report – Low and Moderate Income Housing Asset Fund

Memo from Financial Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 15-10 APPROVING THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2013-14. Redevelopment agencies were dissolved by legislation in February of 2012; however, obligations to report on housing activities by Housing Successors continue. In 2014, the Governor signed into law SB-341 requiring Housing Successors (those entities that assumed the housing assets and functions of the former redevelopment agency) to produce an annual report of their housing activities. The new report is due to be completed by December 31st of each year. Activities of the Low and Moderate Income Housing Asset Fund are separate and are not dependent on the General Fund.

Council Communication No. 6571 – File 0103-10-04

CONTACT: Melissa Hagan 774-5476 mhagan@roseville.ca.us

Housing Authority:

11.12 Updated Roseville Housing Authority Administrative Plan

Memo from Housing Analyst Nancy Cox and Assistant Director Chris Robles recommending Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 1-15 APPROVING THE UPDATED ROSEVILLE HOUSING AUTHORITY ADMINISTRATIVE PLAN. The Roseville Housing Authority is required to revise its administrative plan, as necessary, to comply with the U.S. Department of Housing and Urban Development regulations as well as to include revisions to the Housing Authority's discretionary policies. Revisions to the plan must be formally adopted. While most of the revisions are clarifications to existing Housing Authority policies, there are several proposed revisions that will be new policies. These new policies are being proposed to provide for better administration of the Housing Choice Voucher (HCV) Rental Assistance Program. Once the updated Plan is approved, program participants (tenants and landlords) will be notified of the Plan changes. The Housing Authority provides an important social service to ensure safe and affordable housing for our residents. Safe and affordable housing is an essential component to the foundation of our community's economic stability.

Council Communication No. 6558 – File 0103-03-02 & 0709-01

CONTACT: Nancy Cox 774-5451 ncox@roseville.ca.us

Ordinances: (for introduction and adoption – appropriation/urgency measures)

- 11.13 FY2014/15 Budget for the Low and Moderate Income Fund – Budget Adjustment
Memo from Financial Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt ORDINANCE NO. 5444 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. As a result of State legislation enacted in June of 2011, all redevelopment agencies in California were dissolved by January 31, 2012, and their elected Successor Agencies were tasked with winding down their activities. As part of this effort, the City Council elected to have the oversight and administration of the Low and Moderate Income Housing Fund, once a component of the former redevelopment agency, transferred to the City of Roseville as the Housing Successor. There is currently no adopted budget for Low and Moderate Income Housing Fund. The requested budget adjustment establishes the Low and Moderate Income Fund's budget for FY2014/15. The source of revenue for the Low and Moderate Income Fund is from loan payoffs, and interest and is not dependent on the General Fund.
Council Communication No. 6566 – File 0103-10-04 & 0201-01
CONTACT: Melissa Hagan 774-5476 mhagan@roseville.ca.us
- 11.14 Electric System Impact Study – Professional Services Agreement and Budget Adjustment
Memo from Senior Power Engineer Chris Porter and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-06 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND POWER ENGINEERS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and adopt ORDINANCE NO. 5445 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Placer Ranch proposed project is located on 2,213 acres in unincorporated Placer County, immediately west and south of the County's Sunset Industrial area, south of the Western Regional Sanitary Landfill, and north of the City of Roseville. The City solicited responses to a Request for a Statement of Qualifications for an engineering consultant to perform a study to assess the impacts of the Placer Ranch project area on the City's electric system and to make an analysis of the mitigation required due to the increased electric load of the project area. Three responses were received and Power Engineers, Inc. was selected based on a combination of cost, technical expertise, and availability to support this project. The applicants/representatives for Placer Ranch will be responsible to cover the full cost of processing the specific plan including the full cost of all required technical studies such as the electric system study. There will be no impact to the Electric Operations Fund.
Council Communication No. 6561 – File 0201-01 & 0400-04-14
CONTACT: Chris Porter 774-5615 cporter@roseville.ca.us
- 11.15 Electric New Services Annual Project – Budget Adjustment
Memo from Electric Business Analyst Matt Nelson and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5446 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN

AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Roseville Electric installs distribution infrastructure for new development and is fully reimbursed by developers. Roseville Electric charges labor and materials expenses associated with this new development to the New Services Annual Project expense account. Roseville Electric's labor and materials expenses are then reimbursed through the Contribution in Aid of Construction (CIAC) revenue account. The FY2015 New Services Annual Project and the CIAC revenue are both currently budgeted at \$2,000,000.00. Year to date, new development has been much stronger than expected and the FY2015 budget for the New Services Annual Project and the CIAC revenue account will soon be exceeded. This budget adjustment will allow Roseville Electric staff to continue providing infrastructure installation services for developers. There is no net fiscal impact. Funds are available in the Roseville Electric Operations Fund.

Council Communication No. 6562 – File 0201-01 & 0800-03

CONTACT: Matt Nelson 774-5618 mnelson@roseville.ca.us

11.16 Intertie and Zone 4 Transfer Pump Stations Project – Contract Approval, Professional Services Agreement Amendment, and Budget Adjustment

Memo from Senior Engineer Cathy Lee and Environmental Utilities Director Ed Kriz recommending Council adopt RESOLUTION NO. 15-14 APPROVING AN AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BENNETT ENGINEERING SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 15-15 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA NATIONAL CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5457 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. As part of the 2008 American River Basin Conjunctive Use Program, interconnections between the City of Roseville and other water agencies were envisioned to further the program's objectives of improving the reliability of the regional water system, helping preserve the groundwater basin for use in drought years, and better managing surface and groundwater resources (conjunctive use). Transmission pipelines to connect regional water systems have been completed in several previous capital improvement projects. Because of varying geography and operational criteria, the different water systems operate at different pressures. To allow for transfer of water between agencies through these interconnections, booster pump stations are required to overcome these pressure differentials. Bennett Engineering was retained by the City to design the booster pump stations. Their current not-to-exceed fee for this effort is \$399,857.00. As the detailed design was underway, it was apparent that additional effort is needed to complete the electrical design and chemical addition facility design. Bennett Engineering provided additional scope of services and is requesting a budget increase in the amount of \$81,108.00 with a new not-to-exceed contract for \$480,965.00. Staff agrees with the increased level of effort. Additionally, staff is requesting that City Council authorize the Environmental Utilities Director or his designee the

authority to authorize a 10% contingency that could increase the professional services agreement's not to exceed amount by \$48,096.00 bringing the contract amount to \$529,061.00. Funding for this project is a transfer of \$1,200,000.00 from the Water Construction Fund to a Capital Improvement Project established in the FY2014. The funding for this project has been accounted for in Environmental Utilities' connection fee analysis evaluations. If the budget adjustment is approved, the proposed budget, \$3,750,000.00 would be sufficient to pay for the cost of this project work. State of California drought grant funds of \$1,142,500.00 would offset the cost substantially, bringing the final project cost to \$2,607,500.00.

Council Communication No. 6556 – File 0201-01 & 0900-02

CONTACT: Cathy Lee 746-1703 clee@roseville.ca.us

11.17 Salary Increases - Management, Confidential, City Council Approved Positions, Local 39, Roseville Police Officers' Association, Roseville Police Association, and International Brotherhood of Electrical Workers

Memo from Senior Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5448 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5399, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5499 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5364, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5450 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5400, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "P" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5451 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5361, THE SALARY ORDINANCE FOR SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS ASSOCIATION, AS AMENDED BY APPENDIX "I" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5452 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5367, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "N" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5453 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5368, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245, AS AMENDED BY APPENDIX "Q" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5454 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5369, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO-, LOCAL NO. 1245, AS AMENDED BY APPENDIX "Q" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY

MEASURE; and adopt ORDINANCE NO. 5455 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5371, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE JANUARY 10, 2015, AS AN URGENCY MEASURE. In October 2013, City Council approved successor labor agreements for the Management/Confidential group and International Brotherhood of Electrical Workers. In November 2013, the City Council approved a successor labor agreement for Roseville Police Association. In December 2013, the City Council approved a labor agreement for Local 39, and in January 2014 a labor agreement was approved for Roseville Police Officers' Association. The terms of the agreements are through December 2015 and included a negotiated 1.5% increase in salary effective January 10, 2015. The City Manager and City Attorney will receive a 1.5% as provided for in their contracts.

Council Communication No. 6550 – File 0600-01

CONTACT: Linda Hampton 774-5215 lhampton@roseville.ca.us

11.18 Saugstad Storm Drain Repair Project – Award of Contract and Budget Adjustment

Memo to Park Development Analyst Rhahja Canlas and Parks, Recreation & Libraries Director Dominick Casey recommending Council adopt RESOLUTION NO. 15-13 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAGGIANO GENERAL ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5456 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In February 2014, staff discovered several sinkholes at Saugstad Park. It was determined that the sinkholes developed over existing storm drains that had separated or collapsed portions. This project will remove and replace approximately 300 feet of storm drain pipe. City Council approved the project plans and specifications at the October 15, 2014 meeting and nine bids were submitted. Caggiano General Engineering was the apparent low bidder with a bid of \$22,000.00. Because Saugstad Park sits on a former landfill, there is a greater possibility that the contractor may encounter unsuitable materials in spite of initial site investigations. As such, staff requests authorization to approve change order requests in an amount not to exceed \$4,400.00 (20% of the contract price). Funding for this project will be provided through General Capital Improvement Project Rehab funds. A budget adjustment for \$31,600.00 will be used to fund construction costs, contingency, geotech services, and construction inspection.

Council Communication No. 6569 – File 0201-01 & 0704-01

CONTACT: Rhahja Canlas 774-5342 rcanlas@roseville.ca.us

11.19 Downtown Bridges, Trail & Fire Station Site Improvements Project – Professional Design Services Agreement Amendment and Budget Adjustment

Memo from Alternative Transportation Analyst Michael Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-08 APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS AND COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE

CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5447 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City and Mark Thomas and Company (MTCO) have an existing professional design services agreement in the amount of \$988,432.00 for the Downtown Bridges, Trail and Fire Station Site Grading Project. The need for increased design services, including an anticipated \$160,000.00 cost savings includes the following: The original concept plans did not provide sufficient information to ensure that the site grading would meet the Fire Department's needs. As a result, additional design services totaling \$45,990.00 were needed. The design changes reduced the anticipated construction cost for the fire station site improvements by approximately \$200,000.00. When combined with the savings on environmental mitigation, the overall cost savings (less the additional design costs) approaches \$160,000.00. The project required permit approvals from a number of state and federal agencies. In order to expedite the submittal of Department of Fish and Wildlife and Regional Water Quality Control Board Permits, City staff directed ICF International, MTCO's environmental subconsultant, to pay this fee. The contract amendment includes \$6,403.00 to reimburse ICF and MTCO for this cost. The original contract included parking utilization counts to identify parking levels near the project improvements at a cost of \$7,627.00. The project team determined that additional parking lots and additional count days should be included in the survey to provide a more complete picture of existing parking demands for an additional cost of \$8,396.00. When the original contract was developed, staff was uncertain that funds would be available for construction of the Downtown Pedestrian Bridge. As a result, the original contract did not include development of plans specifications & estimates (PS&E) for the Downtown Pedestrian Bridge project component. Since 2013, staff has secured an additional \$2.7 million dollars in construction funding for the project. This includes a \$1.2 million Active Transportation Program Grant for the Library Replacement Bridge and Oak Street Class I Trail projects, and a \$1.5 million grant for the Downtown Pedestrian Bridge project. With these grant funds, staff is now confident the City will be able to proceed with phased construction of all project components including the Downtown Pedestrian Bridge. As a result, staff recommends that the City proceed with final PS&E for the Downtown Pedestrian Bridge, which requires a cost adjustment in the amount of \$319,010.00. The contract amendment of \$379,798.00 is proposed for a total contract amount of \$1,368,230.00. This requires a budget adjustment in the amount of \$5,000.00 from the Local Transportation Fund to the Oak Street Class I Trail/Bridge project. This also requires a budget adjustment in the amount of \$165,000.00 from the Capital Improvement Project Rehabilitation Fund (CIPRF) to the Downtown Pedestrian Bridge. Staff is currently working to incorporate the Downtown Pedestrian Bridge into the Public Facilities Fund. Once that is complete, staff intends to return the \$165,000.00 to the CIPRF. With these budget adjustments, sufficient funds will be available for the additional design services. General Fund monies will not be used for any of the project design work or construction.

Council Communication No. 6572 – File 0201-01 & 0401-02-02-1 & 0721-05

CONTACT: Michael Dour 774-5449 mdour@roseville.ca.us

Ordinances: (for second reading and adoption)**11.20 Resolution of Formation of Community Facilities District Westbrook Community Facilities District No. 2 (Public Services)**

ORDINANCE NO. 5443 OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), for second reading and adoption.

Council Communication No. 6573 – File 0206-03-01

CONTACT: Lisa Binner 774-5307 lbinner@roseville.ca.us

Ceremonial Proclamations/Resolutions:**11.21 Resolution of Commendation and Appreciation to Dennis H. Torres**

Retiring as Electric Utility Technician after 15 years of service, be congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

File 0102-10

CONTACT: Antoinette Batte 774-5675 abatte@roseville.ca.us

11.22 Resolution of Commendation and Appreciation to Patrick M. Fulton

Retiring as Electric Utility Technician after 26 years of service, be congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

File 0102-10

CONTACT: Antoinette Batte 774-5675 abatte@roseville.ca.us

11.23 Resolution of Commendation and Appreciation to Chris Burrows

Retiring as Planning Manager after 27 years of service, be congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

File 0102-10

CONTACT: Julie Pistone 774-5278 jpistone@roseville.ca.us

11.24 Resolution of Commendation and Appreciation to Bianca M. Ruiz

Retiring as Crime Analyst after 35 years of service, be congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

File 0102-10

CONTACT: Gayle Smithson 774-5013 gsmithson@roseville.ca.us

11.25 Resolution of Commendation and Congratulations to Michael Christopher Breuer

On his receipt of the Eagle Scout Award, be congratulated on his outstanding achievements in qualifying for that high honor, and encouraged to continue his efforts to serve the community.

File 0102-10

CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us

11.26 Resolution of Commendation and Congratulations to Daniel Paul Woodward

On his receipt of the Eagle Scout Award, be congratulated on his outstanding achievements in qualifying for that high honor, and encouraged to continue his efforts to serve the community.

File 0102-10

CONTACT: Audrey Byrnes 774-5268 abyrnes@roseville.ca.us

Reports/Requests/Staff:**11.27 Authorization to Bind Fiduciary Liability Insurance Coverage for Other Post-Employment Benefits Trust**

Memo from Risk Manager Dave Rawe and Human Resources Director Gayle Satchwell recommending Council authorize the City Manager to bind coverage with the City's broker, AON Risk Services to purchase fiduciary liability insurance for the City's Other Post-Employment Benefits (OPEB) Trust. This insurance provides \$3,000,000.00 aggregate coverage and will specifically name the Trust Review Committee, City Treasurer Financial Executive and/or his/her designee, City Manager and/or his/her designee, City Attorney and/or his/her designee, Human Resources Director and/or his/her designee, and the City of Roseville's elected officials. Given the various checks and balances in the management of the trust staff recommends that the level of coverage is appropriate. The total cost to purchase this insurance is \$33,000.00 plus a \$1,056.00 surplus lines tax and stamping fee. This is a \$1,032.00 increase in premium from last year's coverage and will come directly out of the Trust account. The purchase of this insurance will not have an effect to the General Fund.

Council Communication No. 6565 – File 0600-04

CONTACT: Dave Rawe 774-5207 drawe@roseville.ca.us

Motion by Herman, seconded by Rohan, to remove item 11.9 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended.

Roll call vote: Ayes: Herman, Roccucci, Garcia, Rohan

Noes: None

Absent: Gore

REMOVED FROM CONSENT CALENDAR**11.19 Downtown Bridges, Trail & Fire Station Site Improvements Project – Professional Design Services Agreement Amendment and Budget Adjustment**

Memo from Alternative Transportation Analyst Michael Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-08 APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS AND COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5447 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City and Mark Thomas and Company (MTCO) have an existing professional design services agreement in the amount of \$988,432.00 for the Downtown Bridges, Trail and Fire Station Site Grading Project. The need for increased design services, including an anticipated \$160,000.00 cost savings includes the following: The original concept plans did not provide sufficient information to ensure that the site grading would meet the Fire Department's needs. As a result, additional design services totaling \$45,990.00 were needed. The design changes reduced the anticipated construction cost for the fire station site improvements by approximately \$200,000.00. When combined with the savings on environmental mitigation, the overall cost savings (less the additional design costs) approaches \$160,000.00. The project required permit approvals from a

number of state and federal agencies. In order to expedite the submittal of Department of Fish and Wildlife and Regional Water Quality Control Board Permits, City staff directed ICF International, MTCO's environmental subconsultant, to pay this fee. The contract amendment includes \$6,403.00 to reimburse ICF and MTCO for this cost. The original contract included parking utilization counts to identify parking levels near the project improvements at a cost of \$7,627.00. The project team determined that additional parking lots and additional count days should be included in the survey to provide a more complete picture of existing parking demands for an additional cost of \$8,396.00. When the original contract was developed, staff was uncertain that funds would be available for construction of the Downtown Pedestrian Bridge. As a result, the original contract did not include development of plans specifications & estimates (PS&E) for the Downtown Pedestrian Bridge project component. Since 2013, staff has secured an additional \$2.7 million dollars in construction funding for the project. This includes a \$1.2 million Active Transportation Program Grant for the Library Replacement Bridge and Oak Street Class I Trail projects, and a \$1.5 million grant for the Downtown Pedestrian Bridge project. With these grant funds, staff is now confident the City will be able to proceed with phased construction of all project components including the Downtown Pedestrian Bridge. As a result, staff recommends that the City proceed with final PS&E for the Downtown Pedestrian Bridge, which requires a cost adjustment in the amount of \$319,010.00. The contract amendment of \$379,798.00 is proposed for a total contract amount of \$1,368,230.00. This requires a budget adjustment in the amount of \$5,000.00 from the Local Transportation Fund to the Oak Street Class I Trail/Bridge project. This also requires a budget adjustment in the amount of \$165,000.00 from the Capital Improvement Project Rehabilitation Fund (CIPRF) to the Downtown Pedestrian Bridge. Staff is currently working to incorporate the Downtown Pedestrian Bridge into the Public Facilities Fund. Once that is complete, staff intends to return the \$165,000.00 to the CIPRF. With these budget adjustments, sufficient funds will be available for the additional design services. General Fund monies will not be used for any of the project design work or construction.

Council Communication No. 6572 – File 0201-01 & 0401-02-02-1 & 0721-05

CONTACT: Michael Dour 774-5449 mdour@roseville.ca.us

Item removed by Councilmember Roccucci.

Public Works Director Rhon Herndon made the presentation to Council and introduced Alternative Transportation Analyst Mike Dour.

Alternative Transportation Analyst Mike Dour continued the presentation to Council.

Motion by Roccucci, seconded by Herman, to adopt RESOLUTION NO. 15-08 APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS AND COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5447 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE.

Roll call vote: Ayes: Rohan, Herman, Roccucci, Garcia
Noes: None
Absent: Gore

END OF CONSENT CALENDAR

12. SPECIAL REQUESTS/REPORTS/PRESENTATIONS**12.1 WHO Global Network of Age-Friendly Cities – Project Report**

Memo from Recreation Superintendent Alexa Pritchard and Parks, Recreation & Libraries Director Dominick Casey with an Age-Friendly Cities Report completed by the Senior Commission that will be submitted to the World Health Organization (WHO) as part of the City's membership to the WHO Global Network of Age-Friendly Cities. The Senior Commission has been working on researching and studying the age friendliness of the City of Roseville. This project was put into motion to help guide the development of strategies, policies, and programs for both the City government and the larger community to establish Roseville as an "age friendly" community. The project focused on identifying potential barriers, services, and programs for older residents that are within the purview of the City of Roseville or within the sphere of influence of City government. Key themes covered by the research included 1) outdoor spaces and buildings, 2) housing, 3) transportation, 4) social participation, 5) respect and inclusion, 6) civic participation and employment, 7) communication and information, 8) community support and health services. Staff is estimating between 100 to 120 hours a year of staff time and up to \$1,000.00 per year in resources for each 5-year cycle of membership to the network.

Council Communication No. 6549 – File 0103-12-02

CONTACT: Alexa Pritchard 774-5949 apritchard@roseville.ca.us

Parks, Recreation and Libraries Director Dominick Casey introduced Recreation Superintendent Alexa Pritchard who addressed Council.

Irwin Herman, Roseville, addressed Council and thanked staff and fellow Senior Commission members.

Item for information only. No action required.

12.2 Legislative and Regulatory Platform for State and Federal Advocacy – 2015

Memo from Government Relations Administrator Mark Wolinski and Public Affairs and Communications Director Megan MacPherson recommending Council adopt the Legislative Platform, which includes a set of priorities, legislative principles, and platforms to guide the City's State and Federal legislative and judicial advocacy programs through 2015. The state and federal priorities and legislative platform defined within the document are the result of the City Council's articulation of its goals and priorities during legislative updates and the Council Legislative Platform workshop held November 19, 2014. The Legislative Platform conveys the Council's positions on issues that are currently, or are anticipated to be, the focus of future legislation by the state and federal governments. Working collaboratively with the Council's Law and Regulation Committee and the City's internal and external partners ensures that the City's advocacy strategy has the greatest ability to influence legislation and policies that

Committee and the City's internal and external partners ensures that the City's advocacy strategy has the greatest ability to influence legislation and policies that are crucial to the City. The costs to implement the legislative advocacy program are included in the City's approved budget. The Legislative Platform has no direct fiscal impact to the City's budget; the platform provides policy direction only.

Council Communication No. 6559 – File 0103-32-02 & 0114

CONTACT: Mark Wolinski 774-5179 mwolinski@roseville.ca.us

Government Relations Administrator Mark Wolinski addressed Council.

No public comments received.

Motion by Herman, seconded by Rohan, to adopt the proposed Legislative Platform, which includes a set of priorities, legislative principles, and platforms to guide the City's State and Federal legislative and judicial advocacy programs through 2015

Roll call vote: Ayes: Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: Gore

13. COUNCIL/STAFF/REPORTS/COMMENTS

Happy New Year – Mayor Garcia and Councilmembers extended good wishes.

14. ADJOURNMENT

Motion by Herman, seconded by Rohan, to adjourn the meeting. The next regular meeting will be held on January 21, 2015 at 7:00 p.m. in the City Council Chambers.

Vote: All ayes

Meeting adjourned at 7:45 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



COUNCIL COMMUNICATION

#6694

City Clerk Use Only

DATE: February 26, 2015

TITLE: City Jail Conversion

CONTACT: Dee Dee Gunther, 774-5015, ddgunther@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Adopt a resolution approving the conversion of the City Jail to an arrestee processing center by the end of 2015.

BACKGROUND


The police department has operated its own jail for many years, and it has been beneficial for the community. It allowed Roseville Police officers to book arrestees more quickly and return to protecting the city, without making the 44-mile round trip to the Placer County Jail north of Auburn. The city jail offered other benefits, like its Sentenced Prisoner Program (SPP), which allowed non-violent offenders to pay to serve their time in 12-hour increments in the city jail rather than all at once at the county jail. The Placer County Grand Jury has consistently commended Roseville's jail staff for the jail's cleanliness, safe operation and innovative cost-saving programs like the Sentenced Prisoner Program and bail-bond advertising. However, staff has long discussed with City Council whether it would be beneficial to continue operating the city jail after Placer County fully opens the South Placer Jail in Roseville. City jail operations cost the General Fund approximately \$1 million annually, even after factoring in revenue generated by the SPP and bail bond advertising. While the city jail has an excellent safety record, by their very nature jail operations expose the City to more financial risk and liability. Counties are mandated to provide jail services, while cities aren't. Having a county jail facility now located in Roseville eliminates the need for Roseville officers to drive far out of the city to book prisoners in a county-run facility.

Beginning in FY 2010/2011, staff and City Council had an understanding that the police department would continue limited jail operations until the County-operated South Placer Jail opened. Several correctional officers retired or sought jobs elsewhere in anticipation of the city jail closing. The city jail went from a seven-day-a-week, 24-hour operation to its current, more limited operation, with daily closures from 7 a.m. to 11 a.m., and at other times when staffing is unavailable. Officers began handling certain low-level misdemeanor offenses differently, either citing offenders out in the field or bringing them into the city jail to be booked and released on a citation. These changes were discussed with Council in annual budget workshops and hearings, in a general information memorandum in January, 2011, and in staff's annual responses to Grand Jury reports.

Routing Approval:

 ACM
  JP
  N/A
  IT
  ATTY

AGENDA ITEM

8.1 

Placer County finished building the South Placer Jail in 2012, and began limited operations in fiscal year 2013/2014, with the opening of a prisoner housing unit. Placer Sheriff's officials anticipate that the South Placer Jail will start accepting newly arrested people for booking by the end of the 2015 calendar year. At that time, staff recommends that the Roseville Jail be converted into a more limited arrestee processing center. Roseville officers would use the processing center to fingerprint, photograph and release some misdemeanor arrestees with citations to appear in court, instead of taking them for a full booking at the county jail; and can hold arrestees for interviews by detectives before their county jail booking. The processing center will not require correctional officer staffing.

After meeting and conferring with the Roseville Police Association, which represents the civilian correctional officers, staff would work on a job transition plan with them, exploring the possibility of them filling other staffing needs within the department or city.

Currently the jail has three vacant full-time correctional officer positions and .5 FTE (full-time-equivalent) funds in temporary/part time salaries. Staff recommends that those unused positions be defunded immediately and converted to funding for a police officer and a police scene technician/CSI. The police officer will be assigned to background investigations, which will help the department more quickly fill police officer and other essential staff vacancies. The police scene technician/CSI will help with the department's ever-increasing needs for expert crime scene processing, easing detective workload and helping to solve more crimes. The proposed staffing changes for these vacant positions are included in a separate communication from the Human Resources Department.

FISCAL IMPACT

The immediate impact of converting 3.5 vacant positions to two will result in cost-savings for the City, and the two proposed new positions will also be very beneficial to department operations and public safety. Longer term, we expect converting the jail to a processing center will result in some savings to the city. The exact amount will depend on where current correctional officers are reassigned, the increased cost of county jail booking fees, and other factors.

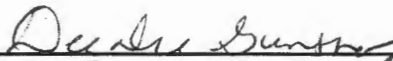
ECONOMIC DEVELOPMENT/JOBS CREATED

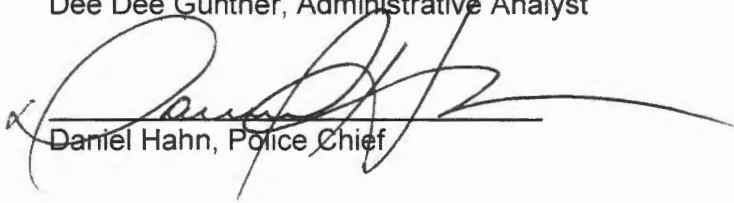
This proposal will result in the immediate conversion of 3.5 FTE vacant jobs to two positions (a police officer and a police scene technician/CSI), and in the eventual transition of approximately five correctional officer positions to other areas.

ENVIRONMENTAL REVIEW


This request is not a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

respectfully submitted,


Dee Dee Gunther, Administrative Analyst


Daniel Hahn, Police Chief

APPROVED:


Ray Kerridge
City Manager

RESOLUTION NO. 15-88

APPROVING THE CONVERSION OF THE ROSEVILLE CITY JAIL TO
ARRESTEE PROCESSING CENTER

WHEREAS, the Roseville police department has operated its own jail for many years and it has been beneficial for the community; and

WHEREAS, beginning in FY 2010/2011, staff and City Council had an understanding that the Roseville police department would continue limited jail operations until the County-operated South Placer Jail opened; and

WHEREAS, having a county jail facility now located in Roseville eliminates the need for Roseville officers to book prisoners in a county-run facility; and

WHEREAS, Placer Sheriff's officials anticipate that the South Placer Jail will start accepting newly arrested people for booking by the end of the 2015 calendar year; and

WHEREAS, at that time, staff recommends converting Roseville Jail into a more limited arrestee processing center; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Roseville City Jail is approved for conversion to an arrestee processing center by the end of 2015; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC# 6708

DATE: March 2, 2015

TITLE: Annual Corporate Update and Request for Assignment of Redevelopment Agency Dissolution Funds and Budget Adjustment – Roseville Community Development Corporation

CONTACT: Chris Robles, Economic Development Director, (774-5421, crobles@roseville.ca.us)

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

The following report is an update to City Council regarding the Roseville Community Development Corporation's (RCDC) audited financials for 2013-14 fiscal year and the budget for the 2014-15 fiscal year and to report to the City Council the RCDC's activities and programs. This current annual report is provided for informational purposes and no Council action is required of the update.

For Council action staff recommends the City Council:

Approve a Resolution amending the 2012 Loan Agreement between the City of Roseville and the Roseville Community Development Corporation to set forth the terms upon which the City will allocate Redevelopment Agency dissolution funds (tax increment) to the Corporation to further the public purpose and goal of economic development and revitalization in the City; and

Adopt an Ordinance approving a budget adjustment to allocate \$928,077 of prior Redevelopment Area tax increment to the RCDC.

BACKGROUND

During the RCDC's initial 4 years of operations, 2010-2014, the Corporation has met the investment goals associated with the City of Roseville's \$5 million startup capital loan and expanded activities to include economic development through Advantage Roseville, downtown revitalization through property acquisition and re-tenanting and affordable housing through our housing rehab program. The following report provides audited financials of last year's operation and summary of the current fiscal year budget. The financial summary establishes the background in which the RCDC is developing plans to grow from its initial formation/startup phase.

Routing Approval:

Handwritten initials for routing approval: J ACM, JP FIN, WA IT, RS ATTY.

AGENDA ITEM
8.2 Handwritten signature.

Consistent with the requirements of Article 9, Section 1 of the RCDC bylaws, the RCDC is required to submit its Board-approved budget to City Council:

"The RCDC should annually prepare and submit to the City Manager of the Sole Member, a RCDC Budget. The RCDC Budget shall be in complete and final form, be based on reasonable assumptions in connection with an appropriate due diligence review that has been approved by the Board and contain its best estimate of revenue and expenses of the RCDC for the next succeeding fiscal year."

FISCAL YEAR 2014-15 BUDGET

The budget for FY2014-15 (Attached) was approved in line-item detail by the RCDC's Board of Directors at the June 12, 2013. A budget summary for FY 2014-15 is provided below:

Revenues	\$ 968,872
Expenses	\$1,751,098
Cash for operations	\$ 994,205
Cash Balance (6/30/15)	\$ 211,979

The budget that was approved by the Board is divided into three components:

- 1) RCDC Operations and Capital & Financing
- 2) RCDC Programs:
 - a. Advantage Roseville
 - b. 98 Jefferson
 - c. Housing Revitalization
- 3) Limited Liability Corporations:
 - a. 238 Vernon Street LLC
 - b. 240 Vernon Street LLC
 - c. 242-246 Vernon Street LLC

REVENUES

Total revenues budgeted for FY2014-15 are \$968,872 and are predominately comprised of rental income, corporate and City of Roseville sponsorship donations to Advantage Roseville. Additionally, revenues were expected to be generated from the sale of residential properties rehabilitated with funds loaned from the City's Affordable Housing fund.

EXPENSES

Total expenses budgeted for FY2014-15 are \$1,751,098 and are comprised of expenses related to Operations, Capital financing, Advantage Roseville, Housing Revitalization, 98 Jefferson and the three property LLCs.

Operations and Capital Financing - \$773,108 (Approximately a \$270,000 reduction over FY2013-14)

- \$590,000 is held for commercial loans to businesses in the community, property acquisitions to further the revitalization efforts mainly in the downtown corridor; and deferred interest on both the \$5 million startup loan from the City.
- \$183,108 is to reimburse the City for salaries and benefits for a half-time Management Assistant and a half-time CEO which are both City of Roseville employees. Cover the costs of the corporation's professional legal fees. Provide for general office expenses including insurance, auditing services, and indirect costs from the City of Roseville.

238 Vernon Street LLC - \$119,264

- Interest in 238 Vernon Street was previously held as a commercial loan with expected revenues of \$91,654, annually. The RCDC foreclosed on this loan in April of 2014 and received fee title to the property. Expenses now are associated with property ownership (taxes and insurance), principal and interest payments required of a Redevelopment Agency Loan that was assumed in the foreclosure process and payment to the RCDC for accounts receivable.

240 Vernon Street LLC - \$81,304

- Budget includes expenses related to commercial façade and tenant improvements for the property. These expenses are intended to maximize their lease and resale values. Expenses also are associated with property ownership (taxes and insurance) and payment to the RCDC for accounts receivable.

242-246 Vernon Street LLC - \$41,736

- Budget includes expenses related to commercial façade and tenant improvements for the property. These expenses are intended to maximize their lease and resale values. Expenses also are associated with property ownership (taxes and insurance) and payment to the RCDC for accounts receivable.

Advantage Roseville - \$180,000

- Budget is devoted to consulting services to aid in furthering the goals of the program, with the balance covering legal and general management expenses.

98 Jefferson - \$600

- RCDC-owned property located in downtown Roseville which is being held for future development. The budgeted expenses are for annual property taxes.

Housing and Revitalization - \$505,000

- Funding is devoted to expenses related to the acquisition and renovation of residential properties in the City of Roseville consistent with the goals of this program. The RCDC has purchased, rehabilitated and sold three residential properties under the housing rehab program. Given the shift in the market the RCDC has closed out this program and repaid the City loan with interest.

CARRYOVER

In order to fund this fiscal year's expenses of \$782,226 not covered by the budgeted revenues of \$968,872, the RCDC is relying on unspent City loan carryover, unspent Advantage Roseville carryover and payments on receivables from the RCDC's property LLC's. Although the City loan carryover is not considered revenue by accounting standards, applying this source of funds to the budgeted expenses provides a clear picture of how the RCDC is spending the City loan funds. The cash balance at the end of the fiscal year is projected to be \$211,979.

FISCAL ANALYSIS

The RCDC was initially funded with a \$5 million loan from the former Redevelopment Agency via the City's Strategic Improvement fund with the objective that these funds would be used for projects consistent with the RCDC's work programs, business plan and annual fiscal budgets. Of that initial startup funding of \$5 million, \$3.7 million has been spent through June 30, 2013 for property acquisitions, commercial loans and general startup and operational expenses and the balance is budgeted to be utilized in FY2014-15. According to the original work program and business plan approved by the RCDC Board in 2010, the RCDC had a five-year plan. It is worth noting that the goals and objectives of that plan have been achieved in less than three years.

WORK PROGRAM

The Corporation's goals for this past fiscal year were to continue to enhance the business environment in the downtown through strategic real estate investment; identify additional revenue resources to support the activities of the Corporation; and to partner with the City to achieve the City's economic development goals. Specific programs and projects to be implemented during the 2014 fiscal year are stated below followed by the status in parentheses:

- Protecting the RCDC's loan for the improvements to 238 Vernon Street; (Foreclosed)
- Acquire title to 238 Vernon Street and re-tenant the space; (Completed)
- The facade rehabilitation of 240 and 242-246 Vernon Street; (Completed)
- Tenanting 240 Vernon Street with Monk's Cellar; (Completed)
- Continue the residential rehabilitation program; (Completed)
- Acquire additional properties when presented with an opportunity to meet the goals of the Corporation; (on-going)
- Assisting the City with pre-development activities associated with City owned properties; (On-going)
- Implementing the Advantage Roseville program. (On-going)

FISCAL YEAR 2013-14 AUDIT

During the weeks of October 13, 2014 through October 30, 2014, Maze audit staff performed their fieldwork and testing as it related to the RCDC's financial transactions and operations and a draft Audit Report and draft Memorandum on Internal Control (MOIC) was issued on September 23, 2014. The RCDC's audit committee, comprised of members Ed Benoit and Nick Alexander met with RCDC staff and management on November 18, 2014, to review the draft audit reports and audit finding.

The documents reviewed consisted of:

1. Independent Auditors' Report including Unqualified Opinion;
2. Consolidated Financial Statements for the year ended June 30, 2014 including Notes to the Financial Statements;
3. Memorandum on Internal Control – including Finding 2014-01 – Bankruptcy, Going Concern and Financial Reporting;
4. Management's Response to Finding 2014-01– Bankruptcy, Going Concern and Financial Reporting

The auditors were concerned that the Corporation is at risk due to its liabilities exceeding its assets, and having accumulated operating losses, they are however, making the assumption that RCDC has enough cash and enough revenue that it will be able to pay its bills through June 30, 2015, and are not anticipating that RCDC will file for bankruptcy or be forced to dissolve, at least through June 30, 2015. A significant portion of the Corporations liabilities were incurred during the first year's start up and operations costs. Additionally the corporation has obligations comprised of deferred interest and property depreciation.

The RCDC anticipated requesting additional capital from the City to be used primarily for property acquisitions during the remainder of FY2014-15. Cash flow forecasts that include additional capital, unspent carryover loan proceeds, revenue projections from rental income and gains on the sale of commercial and residential properties will provide sufficient cash to fund its operations for at least the next five years at which point the first payment is due for the Corporation's \$5 million deferred loan.

The balance sheet's current ratio of below 1 (liabilities exceeding assets) indicate the Corporation's potential inability to pay its bills; however, this low value does not indicate a critical problem as

these liabilities are comprised of long-term deferred loans and not short-term operating payables which would be reduced with current earnings.

The Corporation has estimated rental revenues and other income to be approximately \$336,500 beginning in FY2015-16 with increases in rental revenues projected to be around 2% each year thereafter. Expenditures will remain fairly flat going forward with nominal increases in contract services; however depreciation and deferred interest in the amount of \$197,150 will continue to contribute to the net deficit each year which was \$1.09 million at the end of 2013-14. In February 2015, the RCDC closed out the Housing Rehabilitation program and paid off the City loan of \$500,000. The loan payoff along with the injection of new capital will move the corporation's balance sheet toward positive territory projected through 2020.

In summary, management has been advised that the going concern of the Corporation is tenuous in the long term. Increased rental revenues and other forms of income will be needed to offset expenditures on an annual basis which in turn will offset the net deficits (accumulated mainly from startup costs), going forward. On December 11, 2014, the RCDC Board by unanimous vote accepted the audit findings and management response to the ongoing concern.

ASSIGNMENT OF REDEVELOPMENT FUNDS

The RCDC continues to explore options for additional funding that will both fund revitalization efforts and reconcile the book value of assets versus liabilities and establish a solid foundation for the corporation to grow.

The City and RCDC previously entered into an agreement for the Advancement of Economic Development, dated May 2, 2012, by which the City advanced funding to the RCDC in the form of a startup loan. While the RCDC had monthly revenues exceed expenses for the first time in December of 2014, revenues at this time are not sufficient to overcome the interest and property depreciation liabilities. The RCDC startup costs and initial operations were completely financed with debt and no cash. A no cash startup has created a significant burden in which to overcome; therefore the RCDC is seeking a cash infusion to offset the startup costs and reconcile the long term liabilities. Redevelopment Agency dissolution funds have been identified as a source of the cash.

Since the dissolution of the Redevelopment Agency of the City of Roseville ("RDA") in 2012, City, as a taxing entity of the former RDA, has received distributions as a result of mandated Due Diligence Reviews ("DDR's") and regular Recognized Obligation Payments Schedule ("ROPS") residual distributions in the amounts of \$492,392 and \$435,685. A total of \$928,077 is available for distribution by City to the RCDC to utilize such funds to promote further economic development and revitalization of the City. The RDA funds were neither planned for as a revenue stream to the City or encumbered by the City for a specific purpose. A budget adjustment in the amount of \$928,077 is attached which provides for the allocation of funds to the RCDC.

The RCDC was created for the purpose of creating economic development and revitalization of the Downtown. The RCDC has produced positive results in the repurposing of properties and is positioned to continue this activity with further funding. The RCDC is requesting allocation of the RDA funds to continue the work in which the RDA funds were intended. The assignment of funds is proposed to be accomplished with an amendment to the 2012 Loan Agreement. The agreement sets forth the terms upon which the City will grant Redevelopment Agency dissolution funds to the Corporation to further the public purpose and goal of economic development and revitalization in City. All other provisions of the loan agreement remain unchanged.

FISCAL IMPACT

The Roseville Community Development is a private, charitable, nonprofit Section 501(c) (3) corporation. The RCDC is focused on physical, economic and educational development through the community to create expanded employment, economic prosperity and housing opportunities. Its initial focus is to help the City of Roseville achieve the revitalization goals through the reuse of existing buildings or new construction in Roseville's downtown. Board members are appointed by the Roseville City Council and receive no compensation for their service.

The requested RDA funds were neither planned nor expected as a revenue stream and they have not been encumbered for a specific purpose. The RDA funds reside within the General Fund; however, this is additional tax increment generated from the prior redevelopment area that would have gone to the Redevelopment Agency prior to dissolution. The RCDC is the vehicle to continue revitalization within the Downtown in the absence of a Redevelopment Agency; therefore it is appropriate to allocate these funds to the corporation.

ECONOMIC DEVELOPMENT/JOBS CREATED

The RCDC development projects have created construction jobs both in the home rehabilitation program and the in the commercial property rehabilitation and façade improvements. The tenanting of 244 Vernon Street (Quality) and 240 Vernon Street (Monk's Cellar) has resulted in new businesses and jobs on Vernon Street that did not previously exist. The home rehab program has had both measureable economic benefits to the neighborhood and intangible benefits resulting from the neighborhood investment. The continued work of the RCDC will create jobs, both permanent and construction related, meeting the founding purposes for creating the RCDC.


ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Budget reporting and progress updates do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,


Chris Robles
Economic Development Director

APPROVED:


Ray Kerridge
City Manager

Attachments:

1. First Amendment to the Agreement Between the City and RCDC
2. RCDC 2014-2015 Budget
3. RCDC Consolidated Financial Statement year ending June 30, 2014

RESOLUTION NO. 15-95

APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION FOR THE ADVANCEMENT OF ECONOMIC DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to the agreement for the advancement of economic development, by and between the City of Roseville and the Roseville Community Development Corporation, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that said first amendment furthers the public purpose and goal of economic development and revitalization within the City of Roseville; and

BE IT FURTHER RESOLVED that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT
TO
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE
ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION FOR THE
ADVANCEMENT OF ECONOMIC DEVELOPMENT**

This First Amendment to Agreement between the City of Roseville and the Roseville Community Development Corporation for the Advancement of Economic Development (hereinafter the "First Amendment") is made and entered into on _____, 2015, by and between the City of Roseville, a municipal corporation (hereinafter "City"), and the Roseville Community Development Corporation, Inc., a California nonprofit public benefit corporation (hereinafter "Corporation"). City and Corporation are sometimes referred to collectively herein as the "Parties."

Recitals

- A. City and Corporation previously entered into that certain "Agreement between the City of Roseville and the Roseville Community Development Corporation for the Advancement of Economic Development" dated May 2, 2012, by which City advanced funding to Corporation (hereinafter the "2012 Agreement") on the terms and conditions described therein;
- B. Since the dissolution of the Redevelopment Agency of the City of Roseville ("RDA") in 2012, City, as a taxing entity of the former RDA, has received distributions as a result of mandated Due Diligence Reviews ("DDR's") and regular Recognized Obligation Payments Schedule ("ROPS") residual distributions in the amounts of Four Hundred Ninety-two Thousand, Three Hundred Ninety-two Dollars (\$492,392) and Four Hundred Thirty-five Thousand Six Hundred Eighty-five Dollars (\$435,685), respectively, which funds, totaling Nine Hundred Twenty-eight Thousand Seventy-seven Dollars (\$928,077), are now available for distribution by City and City desires to utilize such funds to promote further economic development and revitalization of the City;
- C. Corporation is willing to assist with that economic development and revitalization and City and Corporation have now agreed that City will grant these available funds to Corporation in order to further the public purpose and goal of economic development and revitalization in City and the Parties now wish to amend the 2012 Loan Agreement in order to set forth the terms upon which City will grant these funds to Corporation.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, City and Corporation now agree to amend the 2012 Agreement as follows:

Agreements

1. **Incorporation of Recitals.** The above recitals are hereby incorporated as though set forth fully herein.
2. **Grant Funding.** City and Corporation hereby agree that Section 4.01 entitled "Funding" in the 2012 Loan Agreement is hereby amended by adding the following new Subsection 4.01 C. in order to provide additional new funding to Corporation as follows:

"C. Grant Funding from City to Corporation

City shall provide Grant Funds to Corporation in the total amount of Nine Hundred Twenty-eight Thousand Seventy-seven Dollars (\$928,077) in accordance with this subsection 4.01 C. The Corporation shall not be required to repay the Grant Funds and may utilize such funds as the Corporation deems prudent, subject to the following provisions:

- (i) **Purpose:** the Grant Funds shall only be utilized by the Corporation to advance the following corporate and public purposes: (1) to acquire property within the former redevelopment area for repurposing of these properties with new tenants and businesses; and/or (2) to rehabilitate properties and buildings within the former redevelopment area by performing structural upgrades, building safety upgrades, accessibility upgrades and architectural upgrades that promote a re-use of the buildings.
 - (ii) **Disbursement of Grant Funds:** City shall disburse Grant Funds to Corporation for projects that have been approved by the City Council within five (5) business days of City's receipt of a written request made by Corporation. The City Manager of City, or designee, shall be authorized to approve Corporation's requests for disbursement for projects that have been approved previously by the City Council. Grant funds will be disbursed by City by direct deposit to the corporate bank account of Corporation.
 - (iii) **Default:** City shall not be required to disburse Grant Funds at any time when Corporation is in breach or default of this First Amendment or the 2012 Agreement."
3. **Ratification.** City and Corporation hereby agree that, except as modified in this First Amendment, the 2012 Agreement and all exhibits thereto are ratified, affirmed and remain in full force and effect and are incorporated herein by this reference. In the event of any conflict between the terms of this First Amendment and the terms of the 2012 Agreement and the exhibits thereto, the terms of this First Amendment shall control.

4. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Delivery of the executed First Amendment may be accomplished by facsimile or electronic transmission, and if so, the facsimile or electronic copy shall be deemed an executed original counterpart of this First Amendment. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form one original document.
5. **No Other Modifications.** Except as expressly provided herein, nothing in this First Amendment is deemed to waive or modify any of the provisions of the 2012 Agreement. In the event of any conflict between this First Amendment and the 2012 Agreement, the First Amendment shall control and prevail.

IN WITNESS WHEREOF, this First Amendment is executed by the City of Roseville, acting by and through its City Manager, pursuant to Resolution No. _____ authorizing such execution, and by the Chief Executive Officer and Secretary of Corporation acting pursuant to a duly adopted resolution of its Board of Directors.

CITY OF ROSEVILLE:

By: _____
Ray Kerridge
City Manager

Attest:

By: _____
Sonia Orozco
City Clerk

Approved as to Form:

By: _____
Robert R. Schmitt
City Attorney

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.

By: _____
Chris Robles

Chief Executive Officer

Attest:

By: _____
John Norman
Secretary

Approved as to Form:

By: _____
Gregory D. Thatcher
General Counsel

ORDINANCE NO. 5474

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2014-15
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2014-15, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

<u>From:</u>	<u>To:</u>	
	08123-8030	\$928,077.00
General Fund Unrestricted Fund Balance	Econ Dev Pass-Through (former RDA funds)	

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure](#).

REQUESTER*: Chris Robles

DEPARTMENT/DIVISION*: Economic Development

FISCAL YEAR/EFFECTIVE DATE*: FY2015

PROPOSED COUNCIL DATE (if applicable): 03/18/2015

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information](#).

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
928,077	08123	8030	100			Econ Dev Pass-Through (former RDA Funds)
\$ 928,077	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
928,077			100			General Fund Unrestricted Fund Balance
\$ 928,077	TOTAL					

FINANCE USE	APPROVED	Comments
	<i>[Signature]</i>	
	DATE	

Justification for Budget Adjustment*:

The funds received were prior year(s) RDA residual distributions in the form of property tax due to the dissolution of RDA. The RCDC was created for the purpose of creating economic development and revitalization of the Downtown. The RCDC has produced positive results in the repurposing of properties and is positioned to continue this activity with further funding. The RCDC is requesting allocation of the RDA funds to continue the work in which the RDA funds were intended. The requested RDA funds were neither planned nor expected as a revenue stream and they have not been encumbered for a specific purpose. The RCDC is the vehicle to continue revitalization within the Downtown in the absence of a Redevelopment Agency; therefore it is appropriate to allocate these funds to the corporation.

APPROVED	APPROVED
<i>[Signature]</i> 3/11/15	
REQUESTING COUNCILMAN / COUNCIL	CITY MANAGER

Account		RCDC BUDGET				LLCs BUDGETS			Description
REVENUES / INCOME		RCDC OPERATIONS	CAPITAL & FINANCING	Advantage Roseville	98 Jefferson	Housing Revitalization	238 Vernon LLC	240 Vernon LLC	
43400 - DIRECT PUBLIC SUPPORT-DONATIONS									
43410 - Corporate Contributions		100,000	-	100,000	-	-	-	-	
43420 - Government Contributions		100,000	-	100,000	-	-	-	-	
SUBTOTAL		200,000	-	200,000	-	-	-	-	
45000 - INVESTMENT									
43500 - Rental Income		227,672	-	-	600	-	87,500	92,400	47,172
45010 - Gain/Loss on Investment		40,000	-	-	-	40,000	-	-	-
46540 - Proceeds - Housing Program		500,000	-	-	-	500,000	-	-	-
SUBTOTAL		767,672	-	-	600	540,000	87,500	92,400	47,172
47200 - PROGRAM									
47250 - Loan Payoffs - Principle		-	-	-	-	-	-	-	-
SUBTOTAL		-	-	-	-	-	-	-	-
46400 - OTHER INCOME									
45030 - Money Market Interest		1,200	-	-	-	-	-	-	-
46430 - Miscellaneous Revenue		-	-	-	-	-	-	-	-
SUBTOTAL		1,200	-	-	-	-	-	-	-
TOTAL REVENUES		968,872	-	200,000	600	540,000	87,500	92,400	47,172
EXPENSES									
MANAGEMENT & GENERAL									
60920 - Business Reg / Filing Fees		150	90	-	-	-	20	20	20
62110 - Accounting		12,000	6,000	-	-	-	2,000	2,000	2,000
62140 - Legal Fees		75,000	40,000	20,000	-	-	5,000	5,000	5,000
62180 - Contract Management Assistant		36,600	36,600	-	-	-	-	-	-
62190 - Contract Chief Exec Officer		78,779	78,779	-	-	-	-	-	-
Credit for FY2014 Benefits per COR City Manager		(95,811)	(95,811)	-	-	-	-	-	-
62870 - Property Insurance		11,600	-	-	-	-	6,000	3,500	2,100
65010 - Books, Subscriptions, Reference		100	100	-	-	-	-	-	-
65020 - Postage, Mailing Service		500	500	-	-	-	-	-	-
65030 - Printing and Copying		500	500	-	-	-	-	-	-
65040 - Office Supplies		500	500	-	-	-	-	-	-
65050 - Phone Line		120	120	-	-	-	-	-	-
65120 - Insurance - Liability, D and O		7,500	7,500	-	-	-	-	-	-
65130 - Bank Service Charges		940	400	-	-	-	180	180	180
65150 - Software		100	100	-	-	-	-	-	-
65170 - Indirect Costs-City of Rsvl		15,600	15,600	-	-	-	-	-	-
65180 - Property Taxes		33,850	-	-	600	-	17,600	8,150	7,500
65190 - State/Federal Income Tax		2,400	-	-	-	-	800	800	800
65210 - Professional/Contract Services		20,000	20,000	-	-	-	-	-	-
65220 - Miscellaneous		12,550	10,000	-	-	-	850	850	850
66800 - Property Management Fees		-	-	-	-	-	-	-	-
67200 - Property Repairs/Maintenance		1,200	-	-	-	-	-	-	-
68310 - Training Registration Expense		500	500	-	-	-	-	-	-

Advantage Roseville - Sponsorships from Corporations
Advantage Roseville - Match from City of Roseville
238V-start Dec. 2014: 246V & 242V rent increase starting 01/15
Profit from sale of 4 residential properties (calculated @ \$10,000 each) maintains the balance after properties are sold - not new money
Interest received from Money Market (500k x .25%)
Permits, registrations, licenses, moving, royalties, bank charges, filing fees
Outside (non-employee) accounting, audit, bookkeeping, tax prep,
Outside legal services - / Property Acq
Management Assistant - 50% of wages only
CEO - 50% of wages only
Credit for benefits paid to COR
Property Insurance
Books, subscriptions, reference materials, periodicals for use
Postage, parcel delivery, local courier, trucking, freight
Printing, copying, duplicating, recording
Supplies and materials for admin operations
General Liability Insurance (\$4,000) and Directors & Officers (\$3,500)
Bank Charges
Misc Accounting - Update of Quick Books
Indirect Costs from City charged through secondary labor at 18.04%
Property insurance; includes PBID costs
Misc. Professional and Contract Services
misc. minor items not covered under other categories
Misc. repairs/maintenance for properties
program-related meetings, conferences, conventions

ROSEVILLE COMMUNITY DEV

FISCAL YEAR 2014/2

ENT COPORATION, INC.

ROVED BUDGET

Account	RCDC BUDGET				RCDC Programs				LLCs BUDGETS			
	RCDC OPERATIONS	CAPITAL & FINANCING	Advantage Roseville	98 Jefferson	Housing Revitalization	238 Vernon LLC	240 Vernon LLC	242-246 Vernon LLC				
CONSOLIDATED FY2014-15 BUDGET	5,000	-	-	-	-	-	-	-				
68320 - Travel/Meetings	2,000	-	-	-	-	-	-	-				
68330 - Board Meeting Expense	-	-	-	-	-	-	-	-				
68600 - Utilities	-	-	-	-	-	-	-	-				
SUBTOTAL	128,478	20,000	-	600	-	32,450	20,500	19,650				
PROGRAM EXPENSES												
62135 - Misc Program Expenses - Adv. Rsvl.	10,000	-	10,000	-	-	-	-	-				
67010 - Marketing/Advertising - Adv. Rsvl.	25,000	-	25,000	-	-	-	-	-				
62155 - Contract Services - Adv. Rsvl.	100,000	-	100,000	-	-	-	-	-				
65200 - Sponsorships - Adv. Rsvl.	20,000	-	20,000	-	-	-	-	-				
67020 - Printing & Reproduction - Adv. Rsvl.	10,000	-	10,000	-	-	-	-	-				
67080 - Travel & Meeting - Adv. Rsvl.	10,000	-	10,000	-	-	-	-	-				
67090 - Legal Fees - Adv. Rsvl.	5,000	-	5,000	-	-	-	-	-				
70030 - Residential Revitalization Property Acquisitions	500,000	-	-	-	500,000	-	-	-				
SUBTOTAL	680,000	-	180,000	-	500,000	-	-	-				
COMMERCIAL REAL ESTATE EXPENSES												
70010 - Real Estate Partnerships-Loans	240,000	240,000	-	-	-	-	-	-				
70020 - Property Acquisitions	350,000	350,000	-	-	-	-	-	-				
70070 - Façade/Tenant Improvements	-	-	-	-	-	-	-	-				
SUBTOTAL	590,000	590,000	-	-	-	-	-	-				
DEBT SERVICE												
Payments to RCDC for Accounts Receivable	109,134	-	-	-	-	18,112	63,500	27,522				
80020 - Debt Service-Principal - 238 Vernon St	13,800	-	-	-	-	13,800	-	-				
80060 - Interest Exp-238 Vernon Street	23,400	-	-	-	-	23,400	-	-				
80030 - Interest Exp-Deferred - \$5 million City Loan	98,150	34,630	-	-	-	31,502	17,804	14,214				
80050 - Interest Exp - Deferred -Aff Hsg Loan	14,936	-	-	-	14,936	-	-	-				
SUBTOTAL	259,420	34,630	-	-	14,936	86,814	81,304	41,736				
TOTAL EXPENSES	1,751,098	644,630	180,000	600	514,936	119,264	101,804	61,386				
TOTAL REVENUES	968,872	-	200,000	600	540,000	87,500	92,400	47,172				
TOTAL EXPENSES	(1,751,098)	(644,630)	(180,000)	(600)	(514,936)	(119,264)	(101,804)	(61,386)				
NET INCOME (LOSS)	(782,226)	(644,630)	20,000	-	25,064	(31,764)	(9,404)	(14,214)				
Cash Available to fund Operations:												
ADVANTAGE ROSEVILLE CONTRIBUTIONS - Est Carryover	198,783	198,783	-	-	-	-	-	-				
CITY LOAN PROCEEDS OFFSET TO LIABILITY - Est Carryover	686,288	644,630	-	-	-	-	-	-				
PAYMENTS ON RECEIVABLES FROM LLC'S	109,134	-	-	-	-	-	-	-				
CASH BALANCE @ 6/30/15	211,979	-	218,783	-	25,064	(31,764)	(9,404)	(14,214)				
211,979												

Account

68320 - Travel/Meetings

68330 - Board Meeting Expense

68600 - Utilities

SUBTOTAL

PROGRAM EXPENSES

62135 - Misc Program Expenses - Adv. Rsvl.

67010 - Marketing/Advertising - Adv. Rsvl.

62155 - Contract Services - Adv. Rsvl.

65200 - Sponsorships - Adv. Rsvl.

67020 - Printing & Reproduction - Adv. Rsvl.

67080 - Travel & Meeting - Adv. Rsvl.

67090 - Legal Fees - Adv. Rsvl.

70030 - Residential Revitalization Property Acquisitions

SUBTOTAL

COMMERCIAL REAL ESTATE EXPENSES

70010 - Real Estate Partnerships-Loans

70020 - Property Acquisitions

70070 - Façade/Tenant Improvements

SUBTOTAL

DEBT SERVICE

Payments to RCDC for Accounts Receivable

80020 - Debt Service-Principal - 238 Vernon St

80060 - Interest Exp-238 Vernon Street

80030 - Interest Exp-Deferred - \$5 million City Loan

80050 - Interest Exp - Deferred -Aff Hsg Loan

SUBTOTAL

TOTAL EXPENSES

TOTAL REVENUES

TOTAL EXPENSES

NET INCOME (LOSS)

Cash Available to fund Operations:

ADVANTAGE ROSEVILLE CONTRIBUTIONS - Est Carryover

CITY LOAN PROCEEDS OFFSET TO LIABILITY - Est Carryover

PAYMENTS ON RECEIVABLES FROM LLC'S

CASH BALANCE @ 6/30/15

Description

Misc. travel expenses

Refreshments/facility rental for Board

Advantage Roseville - Unspent resources from prior year(s) as of 4/23/15

FY2014-15 City Loan Proceeds

**ROSEVILLE COMMUNITY DEVELOPMENT
CORPORATION, INC.**

CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2014

INTRODUCTORY SECTION

**ROSEVILLE COMMUNITY DEVELOPMENT
CORPORATION, INC.**

**Consolidated Financial Statements
For the Year Ended June 30, 2014**

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**ROSEVILLE COMMUNITY DEVELOPMENT
CORPORATION, INC.**

BOARD OF DIRECTORS

JUNE 30, 2014

Howard Rudd, Chair

John Norman, Secretary/ Treasurer

Nick Alexander

Ed Benoit

Jim Gray

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Roseville Community Development Corporation, Inc.
Roseville, California

Report on Financial Statements

We have audited the accompanying consolidated financial statements of the Roseville Community Development Corporation, Inc. (Organization) which comprise the consolidated statement of financial position as of June 30, 2014 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

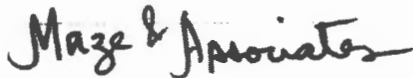
Emphasis of a Matter

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern, that is, continue to pay its bills and debt service as they come due. As discussed in Note 6 to the financial statements, as of June 30, 2014, the Corporation's liabilities exceeded its assets by \$1,095,541. During the year then ended, the Corporation reported expenses in excess of revenues of \$190,993. These conditions indicate the Organization is in financial distress and raises substantial doubt about its ability to continue as a going concern and pay its bills as they come due.

The emphasis of this matter does not affect our opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Roseville Community Development Corporation, Inc. as of June, 30, 2014, and the changes in its consolidated net assets and its consolidated cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



October 22, 2014
Pleasant Hill, California

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2014

ASSETS

Current Assets:

Cash and cash equivalents (Note 2E)	<u>\$1,164,230</u>
Total Current Assets	<u>1,164,230</u>

Non-Current Assets:

Property and equipment (Note 3)	<u>4,057,586</u>
Total Non-Current Assets	<u>4,057,586</u>

TOTAL ASSETS	<u><u>\$5,221,816</u></u>
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LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$14,783
Security deposits	17,158
Prepaid rent	<u>4,200</u>
Total Current Liabilities	<u>36,141</u>

Non-Current Liabilities:

Accrued interest payable (Note 6)	191,090
Notes payable to City of Roseville (Note 6)	5,500,000
Notes payable to Successor Agency (Note 6)	<u>590,126</u>
Total Non-Current Liabilities	<u>6,281,216</u>

TOTAL LIABILITIES	<u>6,317,357</u>
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NET ASSETS (DEFICIT) (Note 2A)

Unrestricted (Deficit)	<u>(1,095,541)</u>
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TOTAL LIABILITIES AND NET ASSETS (DEFICIT)	<u><u>\$5,221,816</u></u>
--------------------------------------------	---------------------------

See accompanying notes to consolidated financial statements

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

	<u>Unrestricted</u>
SUPPORT AND REVENUE	
Contributions	\$207,500
Rental income	40,887
Interest income	31,856
Other	<u>134,798</u>
Total Support and Revenue	<u>415,041</u>
EXPENSES	
Program services	138,987
Support services:	
Management and general	467,047
Fundraising	<u>0</u>
Total Expenses	<u>606,034</u>
CHANGE IN NET ASSETS	(190,993)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>(904,548)</u>
NET ASSETS (DEFICIT), END OF YEAR	<u><u>(\$1,095,541)</u></u>

See accompanying notes to consolidated financial statements

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014

	Program Services	Supporting Services Management and General	Fund Raising	Total
Contract wages and benefits		\$38,512		\$38,512
Professional fees	\$112,571	16,590		129,161
Legal and accounting	2,582	112,463		115,045
Insurance		16,315		16,315
Taxes and licenses		38,415		38,415
Meetings and travel		944		944
Office expenses	1,002	3,673		4,675
Real estate fees	8,176			8,176
Repairs and maintenance	1,030	5,580		6,610
Indirect costs		6,707		6,707
Interest expense		127,640		127,640
Miscellaneous	13,626	1,209		14,835
Depreciation (Note 3)		98,999		98,999
Total Expenses	<u>\$138,987</u>	<u>\$467,047</u>	<u>\$0</u>	<u>\$606,034</u>

See accompanying notes to consolidated financial statements

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	<u>(\$190,993)</u>
Adjustments to reconcile changes in net assets to net cash (used) provided by operating activities:	
Depreciation	98,999
(Increase) in accounts payable	(38,551)
Increase in security deposits	11,704
Increase in prepaid rent	<u>4,200</u>
Total Adjustments	<u>76,352</u>
Net Cash Provided by Operating Activities	<u>(114,641)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Decrease in note receivable	1,512,500
Purchase of property held for development	(230,000)
Purchase of property and equipment	<u>(2,174,380)</u>
Net Cash (Used for) Investing Activities	<u>(891,880)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Proceeds from notes payable	(13,399)
Decrease in accrued interest receivable	82,715
Increase in accrued interest payable	<u>74,978</u>
Net Cash Provided by Financing Activities	<u>144,294</u>
Net Change in Cash Flows	(862,227)
Cash in banks, beginning of year	<u>2,026,457</u>
Cash in banks, end of year	<u><u>\$1,164,230</u></u>

See accompanying notes to consolidated financial statements

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

NOTE 1 – REPORTING ENTITY

The Roseville Community Development Corporation, Inc. (Organization) was incorporated on January 3, 2011 as a 501(c)(3) not-for-profit corporation whose purpose is to engage in the activity of physical, economic and educational development and revitalization efforts that result in expanded employment, economic prosperity and business and housing opportunities for the businesses and residents of the City of Roseville, California (the City).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following items comprise the significant accounting policies of the Organization, and its wholly owned subsidiaries, 240 Vernon Street, LLC, 242-246 Vernon Street, LLC, and 238 Vernon Street, LLC (the LLCs). The policies reflect industry practices and conform to accounting principles generally accepted in the United States of America.

A. *Basis of Accounting and Financial Statement Presentation*

The consolidated financial statements have been prepared on the accrual basis of accounting. The Organization reports information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets represent the portion of expendable funds that are available for support of the Organization's operations. Temporarily restricted net assets consist of assets with time and purpose restrictions imposed by donors. Permanently restricted net assets represent a portion of funds that are not expendable, except for the interest earned on these funds.

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. The Organization considers that all contributions for long-lived assets have implied time restrictions and classifies this support as temporarily restricted until the purpose restriction is met. When a restriction expires, that is, when a stipulated time restriction ends or the purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

B. *Principles of Consolidation*

The consolidated financial statements include the accounts of the Organization and its subsidiaries and do not represent those of a single legal entity. All significant intercompany transactions and balances have been eliminated.

C. *Related Party*

The Organization is considered a component unit of the City of Roseville and board members are appointed by the City Council. The Organization also contracts all employees from the City.

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

E. Cash

The Organization considers all short term deposits purchased with a maturity of three months or less to be cash equivalents.

Cash in bank	\$477,759
Money market	<u>686,471</u>
Total cash and cash equivalents	<u>\$1,164,230</u>

F. Revenue and Cost Recognition

Revenue from property rentals is recorded when earned. Costs associated with rental activities are recorded when incurred.

G. Financial Instruments

Rates currently available for debt with similar terms and remaining maturities are used to estimate the fair value of existing debt.

H. Advertising

Advertising costs, if any, are expensed as incurred.

I. Income Taxes

The Organization is exempt from income tax under Section 501(c)(3) of the U.S. the Internal Revenue Code. Accordingly, no provision for income taxes has been provided in these consolidated financial statements. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(1). However, income and losses from certain activities not directly related to the Organization's tax exempt purpose is subject to taxation as unrelated business income. For the year ended June 30, 2014, there was a net operating loss of \$665,574 related to unrelated business income, therefore, no provision for unrelated business income tax was necessary.

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

J. Uncertain Tax Positions

The financial statement effects of a tax position taken or expected to be taken are recognized in the financial statements when it is more-likely-than-not, based on the technical merits, that the position will be sustained upon examination. Interest and penalties, if any, are included in expense in the statement of activities and changes in net assets. As of June 30, 2014, management believes that all tax positions taken by the Organization are more-likely-than-not to be sustained upon examination. The federal and state returns of the Organization for the year ended June 30, 2014 are subject to examination by the taxing authorities for three and four years, respectively, after the due date.

K. Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash deposits.

L. Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Accounting standards set a framework for measuring fair value using a three tier hierarchy based on the extent to which inputs used in measuring fair value are observable in the market. The three levels are defined as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or inputs (interest rates, currency exchange rates, commodity rates and yield curves) that are observable or corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Inputs that are not observable in the market and reflect management's judgment about the assumptions that market participants would use in pricing the asset or liability.

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment are recorded at cost. All capitalizable costs of \$5,000 or more and having a useful life in excess of one year are capitalized. The Organization uses the straight-line method of depreciation over the estimated useful lives of the assets. Building and improvements are depreciated over 39 years, and furniture and equipment are depreciated over 5 years.

Property and equipment consist of the following at June 30:

	Balance at June 30, 2013	Additions	Balance at June 30, 2014
Land	\$334,372	\$245,332	\$579,704
Land held for future development	25,426	230,000	255,426
Building and improvements	809,110	2,214,349	3,023,459
Furniture and equipment		318,224	318,224
Total property and equipment	1,168,908	3,007,905	4,176,813
Total accumulated depreciation	(20,228)	(98,999)	(119,227)
Total property and equipment, net	\$1,148,680	\$2,908,906	\$4,057,586

The land, building and improvements consist of three commercial buildings in downtown Roseville, California, which are held by the Organization. The cost was valued by an independent appraisal using level 3 fair value inputs. Currently the buildings are being rented to local business under month to month leases.

The land held for future development consists of two vacant lots in Roseville, California. The Organization plans to use the vacant lots for future development along the Vernon Street corridor.

NOTE 4 – DEFAULT ON NOTE RECEIVABLE

In prior years, the Organization had advanced funds to a third party for designing and building a restaurant in the City of Roseville at 238 Vernon Street. The principal and accrued interest on the Note was \$1,512,500 and \$82,715, respectively, as of June 30, 2013. Monthly principal and interest payments of \$9,165 were scheduled to commence on September 22, 2013.

Due to unforeseen circumstances, the third party defaulted on April 17, 2014. As a result, the Organization foreclosed on the loan and retained title to the building, and entered into an operating agreement with an unrelated entity to reopen the restaurant. The land and building is included in Note 3.

ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

NOTE 5 – NOTES PAYABLE

On August 30, 2011, the former Redevelopment Agency of the City of Roseville loaned the Organization \$3,469,049, and the City loaned an additional \$1,530,951 during fiscal year ended June 30, 2013. The \$5,000,000 note accrues interest at a rate equal to the City's average interest earnings rate plus 1%, adjusted every 5 years. Principal and accrued interest payments begin ten years from the date of first disbursement, commencing on June 30, 2021, and will be due annually with final payment maturing on June 30, 2030. As of June 30, 2014, the \$5,000,000 note bears interest at 1.963%, and includes accrued interest of \$191,091.

During fiscal year ended June 30, 2013, the City loaned the Organization \$500,000 to implement the Housing Revitalization Program. The note accrues interest at a rate equal to the City's average interest earnings rate plus 1%, adjusted every 5 years. Principal and interest payments are deferred for the first ten years of the note, and mature twenty years from the date of the first disbursement. As of June 30, 2014, there was \$500,000 outstanding on the note.

During fiscal year ended June 30, 2014, the Organization assumed a note payable between KMS Vernon Street LLC and the former Redevelopment Agency of the City of Roseville made in connection with the acquisition of 238 Vernon Street. As a result the foreclosure, as discussed in Note 4 above, the Organization has assumed the loan in the amount of \$603,525. A payment of \$12,208 was made before year end. As of June 30, 2014 total outstanding balance on the loan is \$591,316.

NOTE 6 – GOING CONCERN

During the year ended June 30, 2014, the Organization reported an increase in its accumulated deficit by \$190,993, to a total deficit of \$1,095,541. In addition, as a result of the default by a debtor on the note receivable discussed in Note 4, the Organization took title to the underlying building and assumed a \$603,525 obligation for an outstanding loan to the Successor Agency.

NOTE 7 – SUBSEQUENT EVENTS

The Organization evaluated subsequent events for recognition and disclosure through October 22, 2014, the date which these financial statements were available to be issued. Management concluded that no material subsequent events have occurred since June 30, 2014 that requires recognition or disclosure in such financial statements.

**ROSEVILLE COMMUNITY DEVELOPMENT
CORPORATION, INC.**

**MEMORANDUM ON INTERNAL CONTROL
AND
REQUIRED COMMUNICATIONS**

**FOR THE YEAR ENDED
JUNE 30, 2014**

**ROSEVILLE COMMUNITY DEVELOPMENT
CORPORATION, INC.
MEMORANDUM ON INTERNAL CONTROL
AND
REQUIRED COMMUNICATIONS**

For the Year Ended June 30, 2014

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MEMORANDUM ON INTERNAL CONTROL

To the Board of Directors of the
Roseville Community Development Corporation, Inc.
Roseville, California

We have audited the basic financial statements of the Roseville Community Development Corporation, Inc. (Organization) for the year ended June 30, 2014, and have issued our report thereon dated October 22, 2014. In planning and performing our audit of the basic financial statements of the Organization, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Included in the Schedule of Other Matters are recommendations not meeting the above definition that we believe to be of potential benefit to the Organization.

The Organization's written responses included in this report have not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, Board of Directors, others within the organization, and agencies and pass-through entities requiring compliance with *Government Auditing Standards*, and is not intended to be and should not be used by anyone other than these specified parties.

Maze & Associates

Pleasant Hill, California
October 22, 2014
Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

T 925.930.0902
F 925.930.0135
E maze@mazeassociates.com
W mazeassociates.com

SCHEDULE OF OTHER MATTERS

2014-01: Bankruptcy, Going Concern and Financial Reporting

As auditors of the Organization, the Board has engaged us to perform an audit of the Organization's financial statements and opine on the Organization's financial statements and provide assurance to readers of the statements, including the Board, that the financial statements are prepared in accordance with generally accepted accounting principles. The Organization's financial statements are prepared assuming the Organization is a going concern. That is, we have made the assumption that the Organization has the ability to pay its bills as they come due without substantial disposition of assets outside the normal course of operations, restructuring of debt or forced revisions of its operations. As part of that work, we are required to consider conditions and events which indicate that there is substantial doubt about the Organization's ability to continue as a going concern through June 30, 2015, its next fiscal year end. As discussed in our opinion, as of June 30, 2014, the Organization's liabilities exceeded its assets by \$1,095,541. During the year then ended, the Organization reported expenses in excess of revenues of \$190,993. These conditions indicate the Organization is in financial distress and raises substantial doubt about its ability to continue as a going concern and pay its bills as they come due.

The emphasis of this matter does not affect our opinion.

In cases where there is substantial doubt about an entity's ability to continue to operate, there are two primary considerations auditors are required to address that affect the audit opinion. The first consideration is the disclosure of the issue in the audit opinion. This additional paragraph is considered a modification and informs the reader that there is substantial doubt about the entities ability to continue. We have included such a modification in our opinion this year.

Management Response:

While the auditors are concerned that the RCDC has liabilities exceeding assets, and having accumulated operating losses, they are however, assuming the RCDC has enough cash and enough revenue that it will pay its bills through June 30, 2015, and are not anticipating that RCDC will file for bankruptcy or be forced to dissolve.

Management has prepared a cash flow forecast that includes, unspent carryover loan proceeds, revenue projections from rental income and gains on the sale of commercial and residential properties that will provide sufficient cash to fund its operations for at least the next five years at which point the first payment is due for the Corporation's \$5 million deferred loan. Unless this loan is restructured, or the Corporation generates more revenues, there will not be enough cash to make this payment or subsequent payments on this loan.

Management has also prepared a projection for its Net Assets (Deficits) through 2019-20 and the Corporation's expenditures will continue to exceed its revenues by nearly \$200,000 each year. The Corporation has estimated rental revenues and other income to be approximately \$336,500 beginning in 2015-16 with increases in rental revenues projected to be around 2% each year thereafter. Expenditures will remain fairly flat going forward with nominal increases in contract services; however depreciation and deferred interest in the amount of \$197,150 will continue to contribute to the net deficit each year which was \$1.09 million at the end of 2013-14. This annual net deficit will continue to accumulate to approximately \$2.2 million by the end of 2019-20 if nothing is changed. Management is currently in discussion with the City on re-negotiating the initial \$5 million start up loan as a no interest loan. In addition management is pursuing grant funding which could inject as much as \$1.1 million into the Corporation.

SCHEDULE OF OTHER MATTERS

Management Response (Continued):

The balance sheet's current ratio of below 1 (liabilities exceeding assets) indicate the Corporation's potential inability to pay its bills; however, this low value does not indicate a critical problem but will be monitored by management since most of the liabilities are comprised of long-term deferred loans and not short-term operating payables which would be reduced with current earnings.

In summary, management has been advised and is aware that the going concern of the Corporation is tenuous in the long term without a modified strategy for increased revenues and reduced costs. Increased rental revenues and other forms of income will be needed to offset expenditures on an annual basis which in turn will offset the net deficits (accumulated mainly from startup costs), going forward. The Corporation has a strategy to increase revenues and reduce expenditures which will result in positive statement of net assets by year 2019.

SCHEDULE OF PRIOR YEAR SIGNIFICANT DEFICIENCIES

2013-01 – Review of Monthly Bank Reconciliations

Condition: There is no clear indication that the Organization's monthly bank reconciliations submitted to the Board of Directors are being reviewed.

Criteria: Monthly bank reconciliations are key in early detection of errors or inappropriate transactions. All monthly bank reconciliations should have an employee who prepares the reconciliations and another employee who reviews the reconciliations. An audit trail should be clear to ensure that a review of the monthly bank reconciliations is being performed.

Effect: It cannot be determined that a review of the monthly bank reconciliations is actually occurring. A lack of appropriate segregation of duties increases the chances of a misappropriation of assets.

Cause: Due to the limited number of staff in the Organization, there is currently not enough staff to have a preparer and reviewer for monthly bank reconciliations. Therefore, bank reconciliations are submitted to the Board of Directors.

Recommendation: We recommend the Organization submit monthly bank reconciliations, a detail of monthly receipt transactions, and a monthly check register to the Board of Directors for review at regular Board meetings. As the Board has a fiscal responsibility to the Organization, the Board should take time to review the financial details and leave an audit trail that the review has been performed. This could be documented in the minutes or a Board Member could sign off on the face of the bank reconciliations after the review is performed. If more efficient and effective, the Board can designate this duty to a specific person.

Current Status:

Staff prepares a monthly financial report, which among other items includes the bank reconciliations, check registers and cash receipts journal for the four bank accounts that are associated with the RCDC and the related LLCs. This report is disseminated to the Board on a monthly basis. Going forward however, management will take the auditor's recommendation under advisement and discuss the best approach for documenting the review of the cash transactions and bank reconciliations at the next scheduled Board Meeting.

REQUIRED COMMUNICATIONS

To the Board of Directors of the
Roseville Community Development Corporation, Inc.
Roseville, California

We have audited the financial statements of the Roseville Community Development Corporation, Inc. (Organization) as of and for the year ended June 30, 2014. Professional standards require that we communicate to you the following information related to our audit under generally accepted auditing standards.

Significant Audit Findings

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year.

Unusual Transactions, Controversial or Emerging Areas

We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Organization's financial statements was:

Management's estimate of the allocation of the Organization's expenses by function - we evaluated the key factors and assumptions used to develop the allocation of functional expenses in determining that it is reasonable in relation to the financial statements taken as a whole.

Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all/certain such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in a management representation letter dated October 22, 2014.

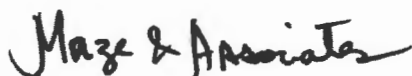
Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board or Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties.



Pleasant Hill, California
October 22, 2014



COUNCIL COMMUNICATION

6700

City Clerk Use Only

DATE:	February 26, 2015
TITLE:	Project Update – Downtown Bridges, Trail and Fire Station Site Grading Project
CONTACT:	Michael Dour, (916) 746-1304; mdour@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Review and provide comments on the refined design drawings for the project; and
2. Direct staff to proceed with development of final plans and specifications as discussed in the report.

BACKGROUND

The Downtown Bridges, Trail and Fire Station Site Grading Project includes:

Phase 1 - Fire Station Site Grading and Class I Trail (aka Harding to Royer Segment 4 Trail);


Phase 2 - Rube Nelson Bridge Rotation, Library Bridge and Oak Street Class I Trail; and

Phase 3 - The Downtown Pedestrian Bridge to Royer Park, including Class I Trail and Royer Park parking lot improvements.


In fall 2012, staff conducted a design contest to select a design team for the project and meet City Council goals for early public outreach. The design contest included two public workshops, a public survey, two meetings with Veterans Hall organizations, and meetings of a Consultant Selection Committee. Attachments 1 and 2 summarize public comments from the 2012 public workshops. The City Council selected the Mark Thomas and Company (MTCO) team to design this project. At the time, the City Council directed staff to report back on four key elements of the project that warranted follow-up:

1. Refinement of Design Plans
2. Location of the Rube Nelson "Icehouse" Bridge near the Veterans Hall
3. Availability of Parking
4. Continued Public Participation

Routing Approval:

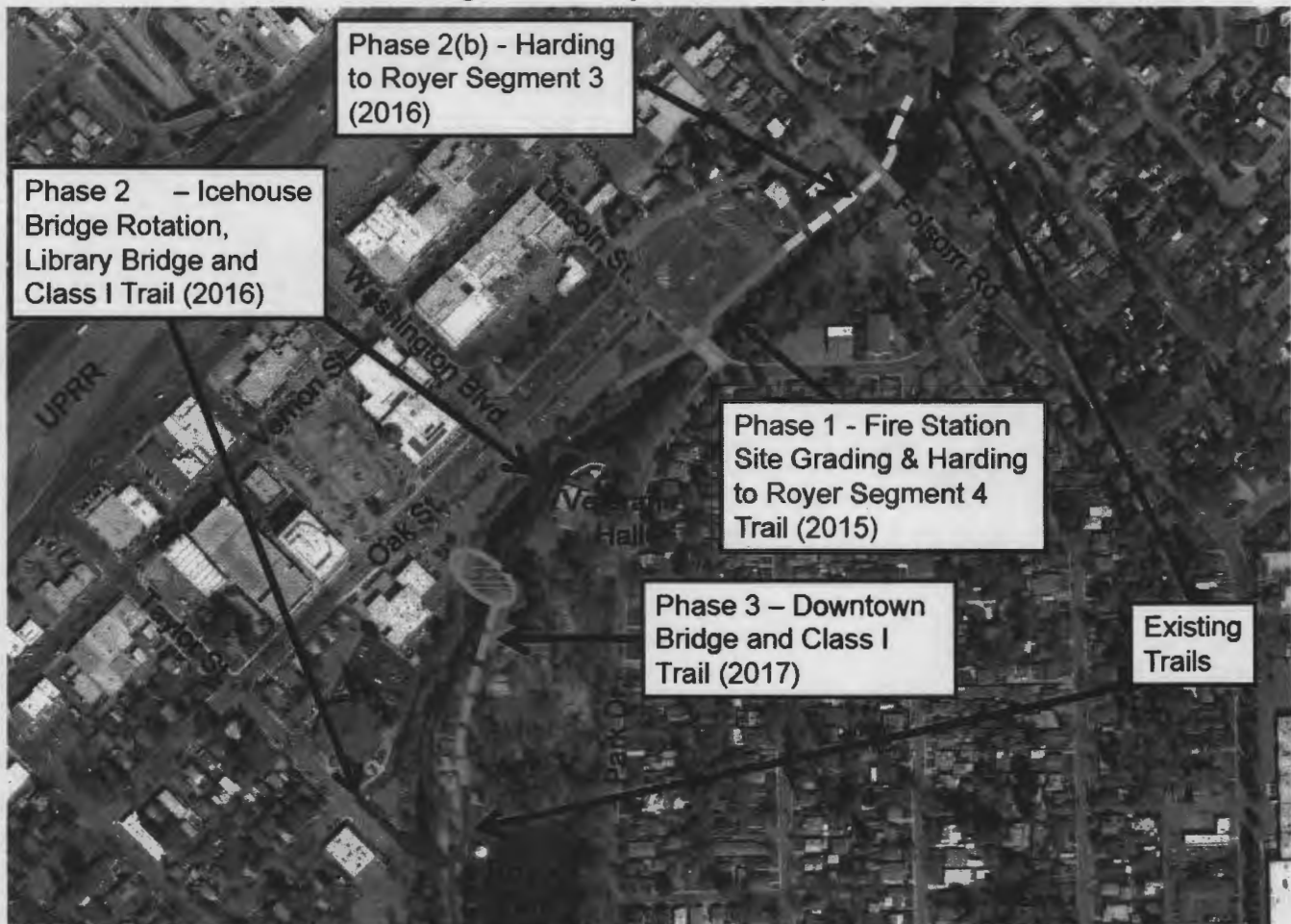
 ACM
  JP
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  N/A
  IT
  PS
  ATTY

AGENDA ITEM

9.1 

The background discussion of this staff report is organized around these four key elements, as well as the next steps in project design. Figure 1 is a map of the proposed improvements. Note that Figure 1 also identifies a Phase 2(b), the Harding to Royer Segment 3 Trail, which is not a part of the MTCO design work but is a related project.

Figure 1 – Project Aerial Map



1. Refinement of Design Plans

During the past 20 months, the MTCO team has prepared studies and surveys including parking counts, hydraulic analysis, and environmental surveys to support refinement of the project design plans. The refined conceptual plans are provided in Attachments 5-8, and include the following key design elements:

Fire Station Grading and Retaining Wall Design - Site planning efforts for the fire station have reduced the footprint of the fire station. This has: 1) reduced the amount of fill material; 2) reduced the height and length of retaining walls; and 3) reduced encroachment into the Dry Creek riparian habitat. As previously reported to the City Council in January 2015, these design changes reduced the anticipated cost for the fire station site improvements by approximately \$160,000.

Oak Street Class I Trail and Retaining Walls - The Oak Street parking lot and adjoining section of trail have also been modified to reduce encroachment into Dry Creek riparian

area and reduce the height of retaining walls along the creek. This results in a construction cost savings of approximately \$100,000, and an additional reduction in the cost of environmental mitigation.

This design is facilitated in part by the recent Oak Street improvements. Through the use of the roundabout, the Oak Street project shifted the curb line of Oak Street northward. This provides an opportunity to shift some of the Oak Street parking lot to the north, creating room for the trail outside of the riparian corridor while maximizing parking.

Hydraulic Analysis and Compliance with Floodplain Standards– The bridges, fire station and Class I Trail have been designed to meet federal, state and local standards for structures within floodplains. Newer state standards require elevating the bridges higher than originally anticipated by the DTSP, resulting in longer and more extensive accessible ramps, stairways and bridge landings. The MTCO team has creatively integrated these features into the project design.

The ramps, stairways and bridge landings have been incorporated into the project hydraulic analysis. This study concluded that the project will not have an impact on the floodplain provided that the project includes a creek bank layback in Royer Park and movement of a park maintenance shed. Both of these mitigating actions were anticipated by the DTSP and have been incorporated into the project plans.

Library Replacement Bridge Modifications – The length of this bridge has been reduced to lower construction costs, minimize the effect on parking at library, and minimize the effect on trees in Royer Park.

2. Locate the Rube Nelson “Icehouse” Bridge near the Veterans Hall

During the design contest, one of the design ideas considered was moving the Rube Nelson “Icehouse” Bridge from its current location near the Veterans Hall to a downstream location near the Downtown Library. This would have resulted in a new bridge being built near the Veterans Hall for Class I trail purposes, and re-use of the Rube Nelson Bridge as the Library Replacement Bridge.

During the design contest, many members of Veterans Hall organizations expressed concerns with moving the Rube Nelson Bridge away from the Veterans Hall. They noted that Rube Nelson was a prominent member of the American Legion and instrumental in the effort to re-locate the bridge from its original location in the rail yard to its current location in Royer Park. Many Veterans expressed that rotation of the Rube Nelson Bridge would be acceptable, but downstream movement of the bridge would not be supported.

In consideration of this identified public concern, the refined conceptual plans submitted by MTCO and released to the public in September 2014 propose to rotate the Rube Nelson Bridge as anticipated by the DTSP; the Rube Nelson “Icehouse” Bridge will not be re-located downstream towards the library.

Availability of Parking

Consistent with the DTSP, the Downtown Bridges, Trail and Fire Station project proposes the removal of parking spaces in several parking areas. As shown in Table 1, the project would remove 80 and add 18 parking spaces for a net reduction of 62 parking spaces.

Table 1 – Parking Modifications

Lot #	Location	Existing Spaces	Proposed Spaces	Increase (decrease)
1	Linda Drive	29	0	(29)
2	Royer Park Lot	42	45	3
5	SE of Library	24	16	(8)
8	Lincoln Street Lot	37	42	5
9	Dietrich Drive	18	0	(18)
14	Oak Street Lot	90	65	(25)
n/a	New Veterans Hall	0	10	10
Totals		240	178	(62)

Fehr & Peers (F&P) conducted a parking occupancy survey (see Attachments 10 & 11) of 16 parking lots in and around Royer Park and Dry Creek to evaluate parking demand during peak events such as Veterans Day. Of the 1,165 available spaces in the area, the survey shows that during the peak hour on Veterans Day only 306 or 26% of the spaces were occupied, with 859 spaces unoccupied. (Note: On the surveyed weekday peak parking demand was slightly greater at 423 spaces or 36% occupancy.) Overall, there is an abundance of parking available in the area, and the proposed parking modifications can be accommodated.

The public has also been interested in understanding the availability of and effects upon more localized or “focused” areas of parking and in particular, parking in the area immediate to the Veterans Hall. This is discussed further below.

Parking on Dietrich Drive near Royer Park/Veterans Hall – As part of Phase 3 (Downtown Pedestrian Bridge), the project would eliminate 18 on-street parallel parking spaces along Dietrich Drive. Although these spaces are lightly used during a typical day, during peak events most of the 18 parking spaces are occupied. To compensate for the loss, the project would re-stripe the Royer Park parking lot to add 3 spaces. Staff also proposes the construction of a new off-street parking lot north of the Veterans Hall with 10 spaces, including 3 accessible spaces.

With these changes there is an overall reduction of 5 parking spaces immediate to Royer Park. However, staff believes the new spaces will actually provide a higher level of service to Veterans Hall users for three reasons:

- The 18 spaces being removed from Dietrich Drive are on-street parallel parking spaces which many users find difficult to use, while the 13 proposed new spaces are standard (non-compact) parking lot spaces that would be easier to use.
- The proposed new 10-space lot north of the Veterans Hall is on the “upstream” end of one-way Park Drive and is convenient to the Veterans Hall but not as convenient to other park areas, which means that these spaces are more likely to be used by persons attending Veterans Hall functions.

- The proposed 10-space lot north of the Veterans Hall is proposed to include 3 accessible spaces, which is in excess of ADA standards, and which are more likely to be used by persons attending Veterans Hall functions.

It is important to note that construction of the new parking lot north of the Veterans Hall is dependent on reaching a shared funding agreement with Placer County. Staff will be working with Placer County staff over the coming months to establish an agreement. Also, the parking lot improvements would include a new plaza for Veterans gatherings (including re-location of the existing Veterans monument within this plaza) and landscaping to soften views from the homes across the street on Park Drive.

Parking along Oak Street, Linda Drive and Lincoln Street – The Oak Street, Linda Drive and Lincoln Street parking lots are commonly used as weekday parking for employees in the Downtown area as well as overflow parking during peak events at Royer Park and the Veterans Hall. In total, there are 156 existing public spaces in these 3 parking areas. The proposed project would reduce the number of spaces in the Oak Street parking lot from 90 to 65, and the combined number of spaces in the Linda Drive and Lincoln Street lots from 66 to 42, for an overall reduction of 49 spaces.

The F&P survey showed that in only one instance did parking usage in the Oak Street parking lot exceed 65 spaces. In that case (Veterans Day at 11:00 a.m.), 83 parking spaces were occupied. However, at the same time there was an abundance of available parking in the nearby Linda Drive and Lincoln Street parking lots, as well as the Saugstad Park parking lot and the existing parking garage. Staff concludes that even with the proposed parking modifications there will be sufficient parking available to accommodate overflow parking from events at Royer Park and the Veterans Hall.

It should also be noted that the proposed bridges will improve connectivity in the Royer Park area and allow pedestrians cross from one side of the creek to the other, enabling better utilization of the various parking lots in the area. For example, patrons of Music in the Park would be able to park near the library and then easily cross the creek to Royer Park's gazebo stage. Consistent with the DTSP, the City is also pursuing construction of a second parking garage to be located north of Oak Street behind the Magic Circle Theater, in close proximity to Royer Park. Finally, the staff recommendation includes a proposal for improved wayfinding signs to available parking. These considerations further support the staff conclusion that there is sufficient parking available.

Downtown Library Parking – The parking counts found that primary parking for the Downtown Library approached but did not reach capacity during the peak hour, which was at 10:00 a.m. on the weekday morning just after opening of the library. At that time, 53 of 62 available parking lot spaces were occupied, and there was also an abundance of available parking spaces in the nearby former Courthouse lot as well as on Royer Street and Taylor Streets. Two blocks away, the parking garage also had over 300 available parking spaces.

The proposed project would reduce the number of spaces in the library's southeast parking lot, which has access off of Taylor Street near Dry Creek, from 24 to 16 spaces. Since there is sufficient ancillary parking available, this change can be reasonably accommodated.

3. Continued Public Participation

The refined drawings and parking survey results were released to the public in September 2014. The public outreach efforts are summarized below:

Public Open House (September 9, 2014) – Notification of the public open house was provided by: The City's website; social media; email to interested agencies and community organizations, including Veterans Hall organizations; email to persons previously expressing an interest in or participating in the project outreach efforts, and; posting of information flyers throughout Downtown Roseville. Approximately 50 members of the public attended. A summary of the Public Open House, including attendee comments, is provided as Attachment 3. Comments included:

- Modify the aesthetics/slope of abutments on Library Replacement Bridge;
- Consider moving Royer Park's children's play equipment to add 40-spaces to the existing Royer Park parking lot near the Veterans Hall;
- Identify decking material that is appropriate for bicycle use since the Icehouse Bridge is proposed as part of the main Class I bikeway and wood is not acceptable;
- Keep at least 1 bridge useable to the public at all times; and
- Design project lighting to reduce glare upon Dry Creek to avoid impacts to fisheries.

Veterans Hall Open House (September 24, 2014) – Notification of the Veterans Hall open house was provided to Veterans Hall organizations and group members in coordination with Placer County and Veterans group leadership. Approximately 15 people attended the open house at the Veterans Hall. A summary of the Veterans Hall Open House, including attendee comments, is provided as Attachment 4. Comments from the meeting included:

- Support for keeping the Rube Nelson Icehouse Bridge near the Veterans Hall, and;
- Support for the proposed 10-space parking lot north of the Veterans Hall.

Parks and Recreation Commission (October 6, 2014) – Public notification of the PRC meeting was provided by email to all persons who attended and signed in at any of the 2012 or 2014 project meetings, and contacts for Veterans Hall groups, the Folsom Road Neighborhood Association and other community groups. The public did not provide testimony to the PRC. The PRC asked questions and provided comments on several aspects of the project:

- Clarification of accessibility for bridge ramps, proposed bridge materials, parking study findings, and proposed tree removals;
- Support for new parking lot north of Veterans Hall and consideration of angled parking;
- Consideration for bridge naming to enhance wayfinding and a sense of place;
- Consideration of additional signs guiding the public to public parking near Royer Park;
- Consider bicyclists and pedestrians when selecting decking for Icehouse Bridge, and;
- Consideration of electric charging stations near Royer Park.

Transportation Commission (October 21, 2014) - Public notification of the TC meeting was provided by email to all persons who attended and signed in at any of the 2012 or 2014

project meetings, contacts for Veterans Hall groups, the Folsom Road Neighborhood Association, and other community groups. The public did not provide testimony to the TC. After questions and discussion, the TC provided the following comments:

- Consider soliciting the Roseville Historical Society in the design of decorative relief elements in an effort to incorporate local historical references;
- Consider a public process for the selection of historical quotations that are proposed for placement on bridge decking/ railings, and;
- Consider LED lighting to reduce maintenance and energy costs, and avoid the use of light diffuser elements.

Public Notification for this City Council Meeting - Notification of this City Council agenda item was provided in the following manner:

- Placement of news item on City website;
- Social media feeds (Twitter, Facebook, Nextdoor);
- Email to interested agencies and community organizations, including Veterans Hall organizations;
- Posting flyers at the Veterans Hall;
- Email to persons previously expressing an interest in or participating in the project outreach efforts;
- City "Trail Alerts & Information" e-mail to subscribers;
- Placement of 1/8-page advertisement in the Roseville Press-Tribune on February 7 and 14, 2015, and;
- Web impressions on the Roseville Press-Tribune web site (20,000 impressions).

City staff has received one comment email (Attachment 11) since the notification of the project update. The email is from Werner Kuehn, a resident on Park Drive and President of the RCONA Executive Board, and is summarized below with any staff response in italics:

- Why does the Library Replacement Bridge require stairways and ramps? *The bridge is elevated to meet the minimum standards of the Central Valley Flood Protection Board and cannot be lowered without obtaining a variance.*
- How will the inscriptions for the Library Replacement Bridge be selected? *See Next Steps, below.*
- Consider modifying the Library Replacement Bridge abutments for improved aesthetics/safety. *Aesthetically, the abutments are consistent with the Works Progress Administration theme of the DTSP. The project team is reviewing the bridge plans with Police Department to ensure a safe environment is created.*
- Consider use of the attached Icehouse worker picture for the project relief element. *See Next Steps, below.*
- Do not install new parking north of the Veterans Hall due to effect on trees in park, and concerns with traffic hazards; instead expand the existing parking lot on the south side of the Veterans Hall. *Staff has investigated numerous options for additional parking at Royer Park and believes that the proposed parking lot north of the Veterans Hall provides the best option for addressing the loss of parking on Dietrich Drive while minimizing the effect on Royer Park and the surrounding neighborhood, and maintaining safety.*

4. Next Steps

Staff intends to work with MTCO and appropriate City departments to address the comments received during the public outreach efforts before final plans are brought to the City Council for approval. More specifically, staff intends to take the following actions:

1. Work with Placer County to identify funding for the design and construction of the new 10-space parking lot north of the Veterans Hall;
2. Review options for bridge naming as the project moves forward;
3. Evaluate the option for engraving quotations onto the bridge approaches and/or decks and, if this concept moves forward, develop an approach for selection of themes for quotations, which could include riverine habitat, Roseville history, veterans themes and/or literary themes;
4. Work with Engineering and Economic Development staff to develop a sign program identifying public parking in and around Royer Park;
5. Evaluate and provide a recommendation for decking materials for the Rube Nelson Icehouse Bridge;
6. Consider Downtown EV charging stations as part of the citywide EV charging policy and planning efforts being led by the Electric Department;
7. Solicit input from the Roseville Historical Society as the MTCO design team develops decorative relief elements for the project;
8. The consultant team will develop a lighting plan that considers light type, intensity and shielding and potential effect upon fisheries, and we will be reviewing this with the interested party within the next month to get their feedback; and
9. Work with the MTCO design team to consider modifications to the abutments and ramps for the Library Replacement Bridge to soften views and include additional aesthetic treatment.

This City Council meeting will conclude the major public outreach efforts for this public. Other elements of design will be addressed as discussed above and as plans for each phase of the project are submitted to the City Council for review and approval prior to bidding. City staff will provide email or mail notification of the future City Council meetings to persons who have expressed an interest in the project during the 2012 and 2014 public outreach efforts.

FISCAL IMPACT

The Fire Station Site Grading/Class I Trail is fully funded with approval of a claim for TDA Bike and Pedestrian funds. With the recent award of a \$1.2 million Active Transportation Program grant, funding for the Rube Nelson Bridge Rotation/ Library Replacement Bridge project is also complete. The City recently received approval of a \$1.5 million CMAQ grant for the Downtown Pedestrian Bridge project. The balance of funding for the Downtown Pedestrian Bridge project is likely through the Public Facilities Fund, but staff may be exploring additional grant funding opportunities. As noted previously staff will be working with Placer County to identify funds for the new parking lot north of the Veterans Hall. Table 2 provides a funding summary and anticipated construction dates (pending receipt of all required environmental clearances) are listed below.

Table 2 - Funding Summary

Project Component	Anticipated Construction	Total Cost (Design & Construction)	Source of Funds	Amount
Fire Station Rough Grade/Trail	2015	\$2,050,000	FFF	\$1,350,000
			TDA	\$700,000
Rube Nelson Bridge rotation, Replacement Bridge at Library & Class 1 Trail	2016	\$3,143,000	ATP Grant	\$1,236,000
			CMAQ Grant	\$752,000
			FTA Grant	\$635,000
			BTA Grant	\$136,000
			TDA	\$384,000
Downtown Pedestrian Bridge	2017	\$3,700,000	CMAQ Grant	\$1,500,000
			PFF	\$2,200,000
New Parking Lot at Veterans Hall	concurrent with Downtown Bridge	\$160,000		TBD

ATP - Active Transportation Program Grant
BTA - Bicycle Transportation Account Grant
CMAQ - Congestion Mitigation and Air Quality Grant
TDA - Transportation Development Act

FFF - Fire Facilities Fund
FTA - Federal Transit Administration Grant
PFF - Public Facilities Fund

ECONOMIC DEVELOPMENT/JOB'S CREATED

The recommended action will not create any jobs. However, construction jobs would be created when bids are received and contracts awarded for the proposed construction activities. The Council Communication for each phase of construction award will identify the number of jobs to be created.

ENVIRONMENTAL REVIEW

The requested action of directing staff to finalize design and construction documents does not result in the potential for a significant environmental effect and therefore is not subject to CEQA. However future Council approval of final plans and specifications and bid authorization will be subject to CEQA and NEPA (due to federal funding received for certain project components). The anticipated environmental compliance approach for each improvement project is summarized below. The appropriate environmental documentation for each project will be provided for Council consideration and action prior to final design and construction document approval as described further below.

Fire Station Site Grading and Class I Trail Project - This project is identified in the Downtown Roseville Specific Plan and was previously evaluated in the Downtown Roseville Specific Plan final Environmental Impact Report (EIR) (Certified April 1, 2009) (State Clearinghouse #2007102090). As discussed in the Specific Plan EIR, the EIR provides project level environmental review consistent with Section 15161 of the State CEQA Guidelines. Because the proposed plans and specifications are being developed consistent with the Downtown Roseville Specific Plan final EIR, no new effects are expected. Therefore, at this time, staff expects to recommend the project is found to be within the scope of the existing EIR and no that further CEQA action is required. Because this project is not federally funded NEPA does not apply.

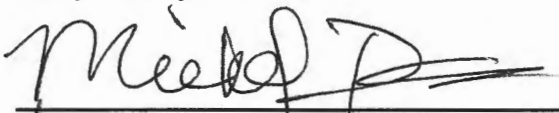
Downtown Bridges and Class I Trail Project - The bridge and trail projects are also identified in the Downtown Roseville Specific Plan and final Environmental EIR. Similar to the Fire Station Site Grading/Class I Trail project, because the proposed plans and specifications are being

developed consistent with the Downtown Roseville Specific Plan final EIR, no new effects are expected. Therefore at this time staff also expects to recommend these projects be found within the scope of the existing EIR and consequently no further CEQA action would be required.

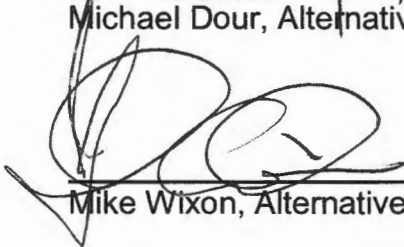
Since the bridge projects include federal funding, environmental analysis for compliance with the National Environmental Policy Act (NEPA) is currently underway with Caltrans serving as the Lead Agency for NEPA compliance. To date NEPA work has included preparation of several environmental technical studies. Based on these studies Caltrans is anticipating NEPA compliance will be satisfied with a Categorical Exclusion.

Veteran's Hall Northern Parking Lot - The proposed 10-space parking lot north of the Veterans Hall was not identified or evaluated in the Downtown Roseville Specific Plan EIR. Should Council direct staff to proceed with design of this parking lot, staff determined the project would qualify for a Class 11 CEQA Categorical Exemption (Accessory Structures). Because this project is not federally funded, NEPA does not apply.

Respectfully submitted,



Michael Dour, Alternative Transportation Analyst



Mike Wixon, Alternative Transportation Manager



Rhon Herndon, Public Works Director

APPROVED:



Ray Kerridge, City Manager

Attachments

1. Summary of Public Workshop #1 (October 2, 2012)
2. Summary of Public Workshop #2 (November 29, 2012)
3. Summary of Public Open House (September 9, 2014)
4. Summary of Veterans Hall Open House (September 24, 2014)
5. Project Overview Exhibit
6. Rube Nelson Bridge Exhibit
7. Main Downtown Pedestrian Bridge Exhibit
8. Replacement Bridge Exhibit
9. Map of Parking Occupancy
10. Parking Occupancy Survey Report
11. Email from Werner Kuehn



Downtown Bridges Public Workshop
Public Input Exercises Summary
October 2, 2012, 5:30 to 7:30 pm
Royer Park, Children's Art Center

INTRODUCTION

The City of Roseville hosted a public workshop to kick off a design competition to select the designer for the Downtown Bridge Project. The Downtown Bridge Project includes the design of two new bridges and re-use of the existing R.F. Rube Nelson "Icehouse" Bridge across Dry Creek. The following is a summary of the public input from each workshop exercise.



EXERCISE #1 – DESIGN INTENTION AND VISION

Objective: Provide Community Values input to the design teams for the Design Intention/Vision.

Meeting attendees were given an opportunity to provide input on bridge goals and objectives.

The Goals/Objectives included:

Oak Street Class I Bridge/Trail Extension

- Provide a Class I bikeway connection between the Royer Park parking lot and the planned terminus of the Miners Ravine Trail at the Lincoln Street Parking Lot.
- To the extent feasible, minimize the effect upon parking in Royer Park and the Oak Street parking lot.
- Plan for and accommodate the proposed roundabout at Washington and Oak Street.
- Avoid conflicts with the existing and planned sewer main/siphon.

Replacement Bridge near Main Library

- Provide a direct pedestrian connection between the library and the Class I trail in Royer Park, including a bridge and any necessary walkway extensions and curb ramps.
- Avoid effects upon the floodwall and accommodate future efforts for bank stabilization and increased flood capacity.
- Evaluate the potential impact resulting from the removal of parking adjacent to the Main Library and, to the extent feasible, minimize the loss of parking, which will be used until the amphitheater is constructed.
- Consider access for public safety personnel, including access from one side of the creek to the other through design of the bridge or design of a driveway from the existing trail to Douglas Boulevard.

Downtown Bridges Public Workshop
Public Workshop #1 Summary

Downtown Bridge to Royer Park

- The Downtown Bridge is wide enough to include pedestrian overlook areas, benches and/or area for vendors.
- Provide a direct pedestrian connection between the Town Square and the future creek-inspired plaza in Royer Park.
- Comply with floodplain ordinance to ensure no impacts related to flooding.

Attendees were given the option to email or fax responses to exercise #1; to date no responses have been received.

EXERCISE #2 – OPPORTUNITIES AND CONSTRAINTS

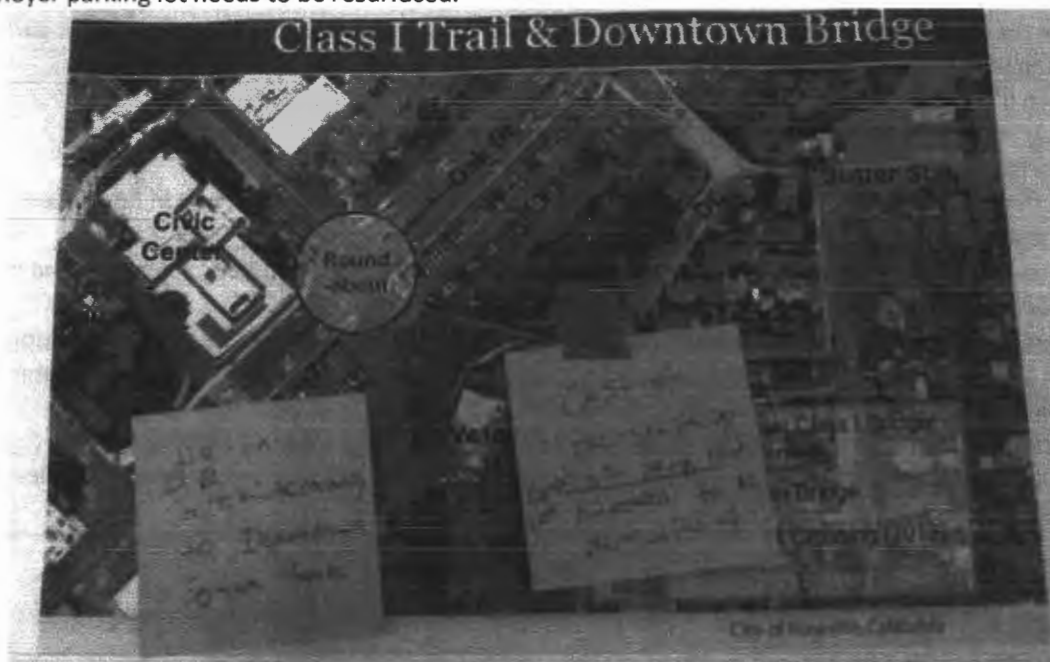


Objective: Obtain feedback on opportunities and constraints.

Meeting attendees were asked to identify additional considerations, write them on a sticky note, and place them on the enlarged site maps. Each map highlighted the City's identified constraints and opportunities. A summary of the public input is below (see photos of each map for placement of each specific comment):

Class I Trail and Downtown Bridge

- Tie-in downtown bridge architecturally to downtown over-look.
- Royer parking lot needs to be resurfaced.



Downtown Bridges Public Workshop
Public Workshop #1 Summary

Map of Class I / Downtown Bridges

- The bridge has strong ties to the veteran groups. The American Legion was one of the ones responsible for getting the bridge where it is.
- We need parking close for disabled veterans on both sides of Memorial Hall.
- The Roseville veteran groups would like to have the Rube Nelson Icehouse Bridge left where it is – or swing around to the other side of Veterans Hall (American Legion #169, Veterans of Foreign Wars #1489, Fleet Reserve #230, Vietnam Veterans #500).
- Use natural materials (e.g. permeable pavers, stones, etc.)
- Do we need three bridges? Remove main middle bridge.
- Don't want all concrete.
- Don't clear creekway – Don't create "fountains", man-made environment, like nature.
- Keep all existing trees – Don't push city into peaceful park.
- Put in diagonal parking on Park Drive and/or parking on the other side of the Veteran's Hall.
- Parking? (see map photo for placement of note, near Veteran's Hall)
- There seems to be a difference in height of creek banks here. How will that be handled?
- This area should be well-lit (optional solar/LED's).
- Round-a-bout could have a train theme (similar to round-house/train turning underground, machine "look")
- Good lighting behind.
- The Icehouse Bridge is inappropriate as part of the bikeway.
- Keep in mind that large expanse of concrete facing makes graffiti inevitable.
- Any bridge design must be salmon and riparian life friendly – Do No Harm!



Downtown Bridges Public Workshop
Public Workshop #1 Summary

Map of Replacement Bridge Area

- If Icehouse Bridge is moved here how will its large size be oriented? Too long to go straight across.
- Should be able to see ducks from bridge. Should be for children.
- This area should be well-lit (optional solar/LED's). This is a very dark area at night.



Downtown Bridges Public Workshop
Public Workshop #1 Summary

Specific Plan Map

- Consider different lengths.
- Like view / Sitting on downtown bridge.
- Maximize visibility here where bikes and peds will cross.
- Consider shaded structure bridge at downtown bridge.
- Easy walking path from bridge to Park Drive needs to be free of rivets and slippery debris.
- Maximize visibility here too.

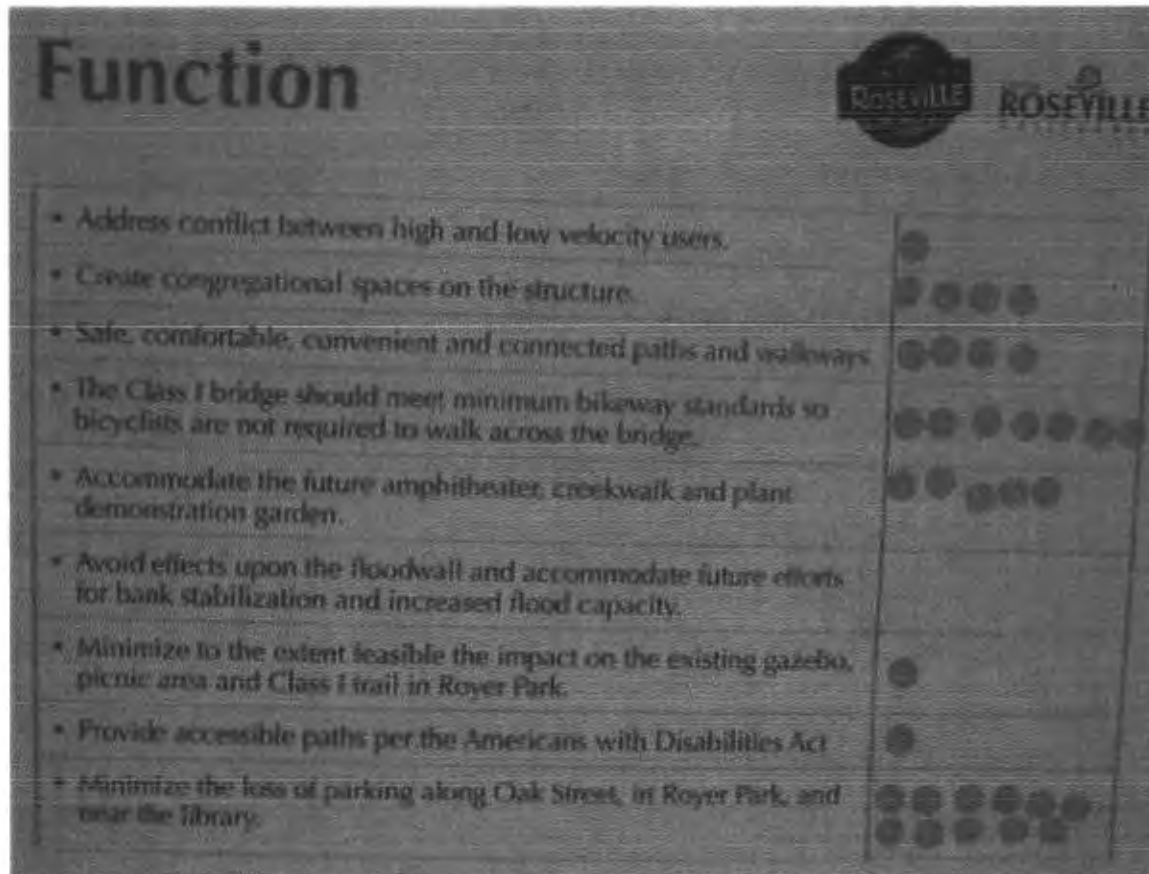


Downtown Bridges Public Workshop
Public Workshop #1 Summary

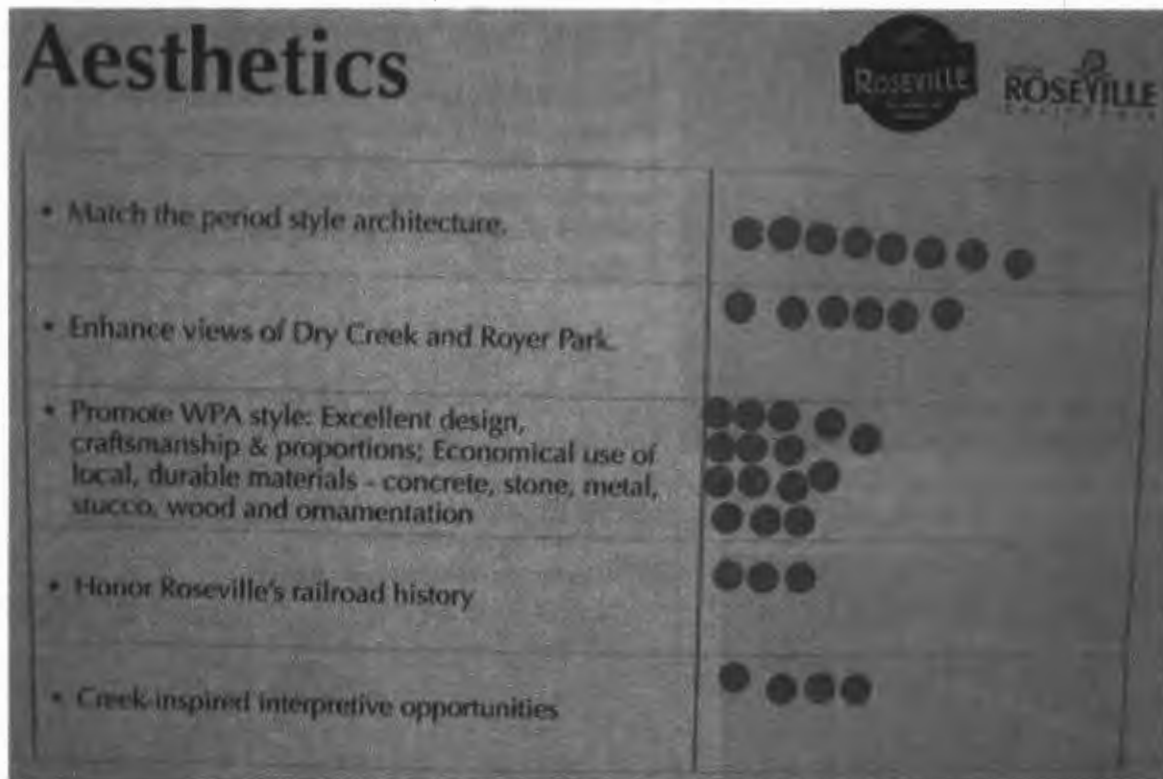
EXERCISE #3 – FUNCTION AND AESTHETIC CONSIDERATIONS DOT EXERCISE

Objective: Obtain feedback on function and aesthetics.

Meeting attendees were provided enlarged posters with lists of function and aesthetic considerations, and asked to place two dots to represent the considerations they felt were most important for the bridge design. A summary of the considerations and quantity of dots placed on each is as follows:



Function Considerations	Dots
Address conflict between high and low velocity users.	1
Create congregational spaces on the structure.	4
Safe, comfortable, convenient and connected paths and walkways.	4
The Class I bridge should meet minimum bikeway standards so bicyclists are not required to walk across the bridge.	7
Accommodate the future amphitheater, creek walk and plant demonstration garden.	5
Avoid effects upon the floodwall and accommodate future efforts for bank stabilization and increased flood capacity.	0
Minimize to the extent feasible the impact on the existing gazebo, picnic area and Class I trail in Royer Park.	1
Provide accessible paths per the Americans with Disabilities Act.	1
Minimize the loss of parking along Oak Street, in Royer Park, and near the library.	11



Aesthetic Considerations	
Match the period style architecture.	8
Enhance views of Dry Creek and Royer Park.	6
Promote WPA style: Excellent design, craftsmanship and proportions; Economical use of local, durable materials – concrete, stone, metal, stucco, wood and ornamentation.	15
Honor Roseville's railroad history.	3
Creek-inspired interpretive opportunities.	4



Downtown Bridges Public Workshop
Public Workshop #1 Summary

EXERCISE #4 – BRIDGE EXAMPLES FEEDBACK EXERCISE






Objective: Obtain feedback on bridge architecture.




Meeting attendees were provided enlarged posters of photographs of a variety of existing bridges, and asked to place a sticky note at photos with a comment of what appeals or does not appeal to them about the specific photo. A summary of the public input related to each bridge photo is below.

Photo	Comments
<p>Photo 1: Bike Trail Bridge, Austin</p> 	<ul style="list-style-type: none"> • Not very attractive. • Harder on bikes and strollers.
<p>Photo 2: Ped Bridge, Seattle</p> 	<ul style="list-style-type: none"> • Too modern for area. • Like the idea of a shaded bridge, but not in the way shown in this images.




Downtown Bridges Public Workshop
Public Workshop #1 Summary

Photo	Comments
<p>Photo 3: Ped Bridge, Seattle</p> 	<ul style="list-style-type: none"> • Like the progressive modern design. • No cover on bridge. • Employing free-form/expressive language into the bridge. • Like the idea of a shaded bridge, but not in the way shown in this images.
<p>Photo 4: Calgary Bridge</p> 	<ul style="list-style-type: none"> • I like the traditional design of this one. • Seems over-scaled for the site.
<p>Photo 5: Calgary Bridge</p> 	<ul style="list-style-type: none"> • Too cold looking. Design needs warmth. • Interesting design (in a good way), except bridge railing should be more delicate in proportion. • Definitely not.




Downtown Bridges Public Workshop
Public Workshop #1 Summary

Photo	Comments
<p>Photo 6: Olympia Bridge</p> 	<ul style="list-style-type: none"> • Too cold looking. Design needs warmth. • Downtown bridge: 1) Concrete; 2) Match walk surface style with Civic Center mid-block crossing; 3) Have creek view point pop-outs. • Like places to pause and survey from the bridge. • This is obviously larger than we need (wider), but aesthetically it's really pleasing. • Like the brick work tiles, slate, art – no concrete. • Would like to see the ability for vendors to sell/set-up booths with adequate room for bicycles/wheelchairs to go by.
<p>Photo 7: Park Trail Tunnels, Boulder</p> 	<ul style="list-style-type: none"> • Too cold looking. Design needs warmth. • Not very attractive. • Posts from Photo 11 design and railing from Photo 3 on this bridge – practical and appealing.
<p>Photo 8: Trails/Tunnels, Aspen</p> 	<ul style="list-style-type: none"> • Too cold looking. Design needs warmth. • Stone anchors seem out of scale (too large). • Consider adding a “portal” at the entrance and exit to bridge.




Downtown Bridges Public Workshop
Public Workshop #1 Summary

Photo	Comments
<p>Photo 9: Winnipeg Bridge Decorative Feature</p> 	<ul style="list-style-type: none"> • Consider decorative lighting as an additive alternate given the limited available budget. • Match period lighting (low profile) to minimize light pollution, but maintain safety. • Interesting lighting styles would really improve the look of bridge.
<p>Photo 10: Winnipeg Bridge</p> 	<ul style="list-style-type: none"> • No comments
<p>Photo 11: Winnipeg Bridge</p> 	<ul style="list-style-type: none"> • No comments




Downtown Bridges Public Workshop
Public Workshop #1 Summary

Photo	Comments
<p data-bbox="190 321 630 348">Photo 12: Bicycle/Ped Bridge, Winters</p> 	<ul style="list-style-type: none"> • Like the warmth of the wood and natural steel. • Will the railing height here meet the bicycle standards? Is this high enough? • Rusty look – old looking – dates place. • Bridge is good but needs a “portal” entrance. Not just a railing to start the bridge.
<p data-bbox="190 791 521 819">Photo 13: Bicycle/Ped Bridge</p> 	<ul style="list-style-type: none"> • Wood surfaces can be slippery when wet and are uncomfortable to ride across (bikes and wheel chairs). • Wood surface may help slow cyclists in this potentially congested area (good). • Bridge – no, walkway and benches – yes. • Like the raised sidewalks (good)!
<p data-bbox="190 1262 521 1289">Photo 14: Bicycle/Ped Bridge</p> 	<ul style="list-style-type: none"> • Love the wood and natural steel. • No. • Wood floor hard to bike on and for strollers. • Definitely not. • Too utilitarian. Looks pre-fab – no craftsman qualities.

Downtown Bridges Public Workshop
Public Workshop #1 Summary

Photo	Comments
<p>Photo 15: Bicycle/Ped Bridge</p> 	<ul style="list-style-type: none"> • Looks pre-fab – Not enough craftsman character. • This lacks character, but could be improved possibly with additional lighting treatment. • Yuk.
<p>Photo 16: Ornamental Feature</p> 	<ul style="list-style-type: none"> • Prefer aesthetic to be formed by bridge structure rather than arbitrary add-ons. • Looks like a prison. • Sac State bridge with fishes.
<p>Photo 17: Ornamental Feature</p> 	<ul style="list-style-type: none"> • Like art.

Downtown Bridges Public Workshop
Public Workshop #1 Summary

Photo	Comments
<p>Photo 18: Steel Bridge</p> 	<ul style="list-style-type: none"> • Timeless bridge • Too rusty looking. Dates the place. • Yuk. • Like this bridge. • Keep this bridge. • Love this old bridge – very simple.
<p>Photo 19: Stone Bridge</p> 	<ul style="list-style-type: none"> • Very classic – beautiful! • I like the look of the stone bricks. Looks solid and old fashioned. • Take a look at bridge on Parkside Drive, near La Provence – Nice looking bridge. I like this one as well! • Could this style be added on to the side of a prefabricated steel bridge? • Timeless design. • Love this – Let's keep it simple and classy. • This would be good for the smaller bridge. • This one, but with plenty of lighting for safety. • Has a lot of character.
<p>Photo 20: Wood Bridge/Walkway</p> 	<ul style="list-style-type: none"> • Love trees and natural landscaping. • Do not disturb wildlife. • Great use of landscaping. This should be strongly considered in all bridge designs. • Cement floor with wood railings is nice as well. • Curves are much more aesthetic than straight – Love walkway – Seating also needed for us seniors. • Looks like Roseville. • Nice for library bridge.



Downtown Bridges Public Workshop #2

November 29, 2012, 5:30 to 7:30 pm

Tower Theatre

417 Vernon Street, Roseville

INTRODUCTION

The City of Roseville hosted a second public workshop for the Downtown Bridges, Trail, and Site Grading project. The project includes the design of two new bridges and re-use of the existing R.F. Rube Nelson "Icehouse" Bridge across Dry Creek. The workshop included presentation from two prospective design teams, KPFF Consulting Engineers and Mark Thomas & Company, Inc. Over 55 members of the public attended the workshop; in addition to members of the project Selection Committee which is made up of representatives from: the Transportation Commission, Revitalization Committee, Folsom Road Neighborhood Association, and the Parks and Rec Commission.



KPFF CONSULTING ENGINEERS TEAM PRESENTATION

Following the presentation by the KPFF Consulting Engineers team, the Selection Committee asked the following questions:

- Are the main Downtown Bridge abutments open underneath?
 - Yes, this is to keep them out of the flood plain.
- Is there an ADA accessible ramp at the south end of the Downtown Bridge steps?
 - Yes, all aspects of the design are ADA compliant.
- What is the slope of the Downtown Bridge?
 - 1-2% grade.
- Really like this design, the team thought out of the box.
- Currently, the bike trail ends abruptly at Linda drive; will it be continuous with this design?
 - Yes, the trail will connect to Lincoln Street.
- Does the design incorporate erosion control and creek bank support?
 - Yes, trail designs will incorporate scour analysis and erosion control as needed.
- Most important aspects are connectivity of trails and erosion control for the creek.
- Handrail looks very urban, gets away from the WPA style.
- Would like to see more connections to the historical aspects of Downtown, like the railroad.
- There appears to be a conflict where the bike trail crosses the plaza on the north side of the Downtown Pedestrian Bridge. Also, there may be a conflict with the Icehouse Bridge and the proposed roundabout.
- The creek walk may present a conflict between cyclists and pedestrians.
- Appreciate keeping the Ice House Bridge pedestrian only.
- Concerned about grade change at Ice House, people will want to use/walk on bike trail as well
- Ice House Bridge may have conflicts with the roundabout.
- Is the landing on the Veteran's Hall side ADA accessible?

Downtown Bridges

Public Workshop #2 Summary

- Yes, the ramp will be left as is.
- Have you looked at enhancements to the Ice House Bridge?
 - Yes, there will be a lot of historical preservation work on this bridge.
- Disappointed with the prefab style of the Library Bridge, would like something with an arch that would match the Ice House Bridge style.
 - The design team is open to suggestions.



Questions and comments from the public included:

- The flooring on the Ice House Bridge is difficult for people to use, will this be replaced?
 - Yes, cosmetic improvements are planned for the Ice House Bridge.
- Flood protection is very important.
- Will the trail location take into account future proposed Riverfront development?
 - Yes, the trail is the first step in developing the entire creek walk.
- How will pedestrians cross Oak Street to access the Downtown Bridge?
 - There will be a mid-block signalized crossing.
- Concerned for access to the bridge at Oak Street.
- How will the bike trail get across the floodwall that is currently in place behind the Fire Station?
 - Possibly by reducing the height of the floodwall.
- What is the expected cost of construction?
 - Cannot quote a price at this point, but will have a cost consultant on the team.
- What is the reason for putting the bike trail on the north side of the creek? Will there be conflicts between cyclists and pedestrians?
 - Cyclists will have to slow down in this area.
- Want something that is functional and beautiful, but what about parking at the Veteran's Hall?
 - There will be no impact to existing parking.
- With the amount of use at the Veteran's Hall, parking needs to be expanded not just preserved.
 - The team may look at bringing in a parking consultant.
- Is it possible to run the trail under the bridge as well as on the Downtown Bridge?
 - This is possible but the floodwall will raise some complications.
- Will the bike trail be on the creek side or the Fire Station side?
 - It will be on the Fire Station side.
- Do you have a cost consultant for this project or will it be done in house?
 - Currently we do not have a cost consultant on the team, but one can be added.
- What is the plan for lighting the bridges/trails at night?
 - High Efficiency lights that have the least amount of spillover onto the creek will be used.
- Will there be restrictions on bike usage on the Downtown Bridge?
 - Cyclists will be allowed to use the Downtown Bridge.

Questions and comments related to other Downtown projects included:

- Will there be a barricade along the creek near the Ice House Bridge and the roundabout? Vehicles have driven into the creek in the past.
 - The City will evaluate the need for a barricade as the roundabout and the bridge rotation are designed.

Downtown Bridges

Public Workshop #2 Summary

- Concerned for congestion at the park with the proposed amphitheater, congestion is bad already and will only get worse.
- How will the parking at the Library, near the amphitheater, impact the already limited parking?
 - The lot will be restriped to retain as much parking as possible.

**MARK THOMAS & COMPANY, INC. TEAM
PRESENTATION**

Following the presentation by the Mark Thomas & Company, Inc. team, the Selection Committee asked the following questions:

- Like the incorporation of the WPA style, the Railroad elements, and the details on the bridge. Like the bike trail separate from the creek walk and the rotation of the Ice House Bridge.
- Like the separation of the creek walk with the option for cyclists to continue or cross
- Currently the bike trail ends at Folsom Road, is the idea to connect behind the existing Fire Station?
 - The bike trail would connect under Lincoln Avenue.
- Will there be any cosmetic upgrades to the Ice House Bridge?
 - Yes there will be some preservation and restoration such as sandblasting the steel structure and replacing the wooden decking with a concrete deck.
- Would like to hear more information about the shade structure on the Downtown Bridge.
 - The purpose is to have a seasonal shade structure that will be easy to install, maintain, and take down; something that is cost effective for the City.
- Will there be lighting treatments on the Library Bridge?
 - Yes, there will be lighting.
- What is the width of the Library Bridge?
 - About 10-12' wide.
- Question the feasibility of rotating the Ice House Bridge.
 - The team has done some preliminary engineering and believes it will be feasible to pick up the bridge and set it down in its new alignment.
- It looks like the proposed plaza area extends into Royer Park, concerned that it will take space from the play area.
- The bulb outs on the bridge and the plaza area; it is a lot going on in one place.
- Can you describe the underpass at Lincoln Avenue in more detail?
 - The underpass will be a full Class I bike trail, it will be well lit and very tall and wide to receive as much natural light as possible.
- Will the small parking lot near the existing Fire Station go away?
 - The lot will be reconfigured.
- Will the bike trail along the creek go up Folsom and connect into Miner's Ravine?
 - Yes.

Questions and comments from the public included:

- The Ice House Bridge seems too narrow for a Class I bike trail, can it be widened?
 - The bridge will not be widened but will meet the minimum 8' requirement for a Class I trail.
- Does the Downtown Bridge landing into Royer Park cut off access to Dietrich Drive and remove some parking spaces? Parking is already constrained in this location.
 - It will remove some spaces but the lot can be restriped to accommodate as many cars as possible.



Downtown Bridges

Public Workshop #2 Summary

- There will be a lot of traffic into Royer Park coming from the Civic Center, but there is also a lot of traffic going the other way.
 - The plaza area at the landing on the park side will accommodate the movement of a lot of people.
- Would like to have the additional parking lot near the Veteran's Hall included with this phase of the project.
 - The design team can work with the City on the budget for the project to see if this is feasible.
- Currently the Ice House Bridge structure keeps water out of the Veteran's Hall, there is also a chain link fence near the Hall, 2' flood wall would be better to protect the Hall.
 - The design allows for flood protection.
- There seems to be a lot of accessibility and parking issues, there is also a monument at the Veteran's Hall near the proposed parking lot.
- How will pedestrians access Oak Street?
 - Walkway connections are proposed from each bridge leading to Oak Street.
- If the Ice House Bridge is rotated, how close will it be to the Veteran's Hall?
 - The exact measurements are not known at this stage in the design process; however there will be enough room for maintenance to occur and the bridge will not but up against the building.
- How tall will the tunnel on the north side of the Downtown Bridge be?
 - It will be tall and wide to let in as much natural light as possible.
- Like that the bike trail is being routed to the south side of the creek, however is it possible to leave the Ice House Bridge where it is and tie in a Class I bike trail on the north side of the Downtown Bridge?
 - This is possible, but was not included as a part of the design due to the conflict with pedestrians. This suggestion can be looked at by the design team.
- Don't recommend the proposed parking on the east side of the Veteran's Hall, currently there is an ADA accessible ramp at that location that is used when the Hall puts on outside activities. Would suggest moving the proposed parking to the left of the existing parking, where the old playground is. It appears the old playground is being replaced.
 - The old playground is being refurbished right now, but is not being replaced and will remain in its current location.
- Currently there are not enough accessible spaces at the Veteran's Hall for the amount of users it accommodates.

Questions and comments related to other Downtown projects included:

- Would extending the Downtown Bridge across Oak Street present a problem with the design?
 - This would need to be looked at by the design team.
- Will there be a cross walk or a signal at Oak Street?
 - Yes, the Oak Street Improvements Project, which is currently under design, will include an enhanced pedestrian crossing to slow vehicles and increase pedestrian visibility.

Next Steps

- Next Selection Committee meeting December 17th



Roseville Downtown Bridges and Trail Project
Community Open House
September 9, 2014, 6:00-8:00PM
Roseville Civic Center Rotunda



Project Introduction

In 2009 the Roseville City Council adopted the Downtown Specific Plan, a shared vision for a revitalized Downtown Roseville created by the City and the community. The Downtown Bridges and Trail Project continues implementation of this vision by providing three important bridge connections across Dry Creek and continuation of the Dry Creek/Miners Ravine trail system. The project implements the Downtown Vision by improving connections between Royer Park and the Vernon

Street/Town Square area, and by closing the gap in the Class I trail system.

Last year the City embarked on a bridge design competition which included extensive community input. The community ideas and thoughts provided during the design contest have been considered and incorporated into refined design drawings for the project.

Publicity & Noticing

Open House flyers were sent via e-mail to local jurisdictions, interested agencies, and community organizations. The notice was posted on the City of Roseville's website, as well as Roseville Coalition of Neighborhood Associations' news feed. Informational flyers were posted at various businesses and bulletin boards in and around downtown Roseville:

- Quality
- Nela's Mexican Restaurant
- Denny's
- Bill Smith Photography
- Twice Nice Consignment
- Grill Deli
- Sparrow 5
- Star Barber Shop
- Family Eye Care Center
- Bus stops on Vernon Street
- Bulletin boards on Sierra College campus
- Bulletin boards on Roseville High School campus



Roseville High School's newspaper published an article covering the event, "Renovations Coming to Downtown", on September 15.



Community Open House Format

The open house was set up with various information stations where community members could learn about the Roseville Downtown Bridges and Trail project. Representatives from the City and the project team were available to answer questions and discuss ideas. Comment cards were available for community members to fill out and provide their comments or questions.

Meeting Room Layout included:

- Welcome Table
- Attendees were asked to sign in and encouraged to share their contact information for the project mailing list.
- Informational brochures and comment cards were also available
- Concept Plans for the Downtown Bridge, Library Bridge, and Icehouse Bridge
 - Presented concept plans with local landmarks noted
 - Illustrated existing conditions
 - Showed lighting, elevation, materials, and inspiration involved
- "Next Steps" Milestones Schedule
 - Laid out major events on the project's timeline
- Display Board: Parking Study
 - Provided information and visual aid for proposed and potential future parking modifications
 - Showed existing lots by size, parking structures to be built and parking lots to be removed
- Downtown Specific Showcases
 - Three large canvas displays depicting the overall Downtown Roseville improvements



Community Input

Attendees were asked to provide input on what thoughts, questions, or comments they had via comment cards. Feedback received is included below.

- Better aesthetics on Library Bridge Abutments. Should be sloped like picture shown for Ice House Bridge. Under-crossings on bike trails should also be considered. Douglas Blvd undercrossing is a good example of a bad design.
- Vets Hall Parking - please consider moving two children's play street within 40' to the south where the grass is vacant and expand the vets parking by 40 spaces where the play places were located. There is still insufficient Vets parking.
- The "Icehouse" bridge is proposed to be part of the main bike trail through the project area. It is vital that the deck be appropriate for bicycle use. Wood plank will not be an acceptable surface. Possible alternatives: lightweight composite slab, non-skid coated weather resistant plywood
- Bike Path link to: Galleria/Fountains area? Down Douglas to Harding? High School? Conference Center?
- Keep up the good work!
- (1) Keep at least 1 bridge useable across creek at all times, (2) do not destroy current library building
- Project lighting should be designed to reduce glare, including the casting of light upon waters of Dry Creek to avoid potential impacts to wildlife.





Meeting Notes - Downtown Bridges & Trails Update to Veterans

September 24, 2014, 3:00 to 5:00 pm

Veterans Memorial Hall

MEETING NOTIFICATION

City staff coordinated meeting notification with Placer County and Veterans organization leadership. The notifications included:

- Posting of flyers at the Veterans Hall;
- Email notification to the Veterans Hall Board and contact persons of Veterans Hall user groups. The contact list obtained from Placer County included contacts for seventeen user groups including Veterans groups, dance clubs, railroad employees, and scouting organizations; and
- Email and mail notification to attendees of the two prior project meetings with Veterans Hall users.

ATTENDEES

The open house was attended by approximately 15 interested members of Veterans organizations, by Kevin Payne, Tara Gee and Mike Dour from the City of Roseville, and staff from Placer County.

INTRODUCTION

City staff introduced the open house meeting format. Meeting materials included display copies of the following:

1. Project Overview Map
2. Rube Nelson "Icehouse" Bridge Concept Plan
3. Downtown Pedestrian Bridge Concept Plan
4. Replacement Bridge at Library Concept Plan
5. Parking Occupancy Map
6. Project Phasing Plan

COMMENTS AND QUESTIONS

Comments and questions posed by the attending Veterans group members are provided below. Information provided by City staff is shown in *italics*.

- There appear to be modifications to the existing Royer Park parking lot. How many parking spaces remain? *We anticipate that the amount of parking within the Royer Park parking lot will be increased from 42 to 45 spaces.*
- When will the proposed Future Parking Lot on the north side of the Veterans Hall be built? How many accessible spaces are provided in this lot? *The concept plans for this parking lot include 10 overall spaces, 3 of which would be ADA accessible. Provided funding can be secured, the parking lot would be constructed concurrent with the Downtown Pedestrian Bridge since that project will restrict access to existing parking on Dietrich Drive. The Downtown Pedestrian Bridge would be constructed at the earliest in 2017.*
- When will riverfront development replace the Oak Street parking lot? *The Downtown Specific Plan (DTSP) contemplates replacement of the Oak Street parking lot with riverfront development. Although this vision*

Meeting Notes - Downtown Specific Plan Project Update to Veterans
October 30, 2012

has not been modified, the presence of the major trunk sewer line through the parking lot east of the Rube Nelson Bridge restricts the City's ability to market the property for riverfront development. This segment of the Dry Creek site will be difficult to develop, and will remain as parking until there is a cost effective way to overcome the sewer line impacts.

- There appear to be modifications to the Oak Street parking lot. How many parking spaces remain?
Approximately 50 parking spaces remain.
- Some attendees expressed appreciation that the Rube Nelson Bridge was being kept near the Veterans Hall and that the future parking lot is proposed on the north side of the Veterans Hall.



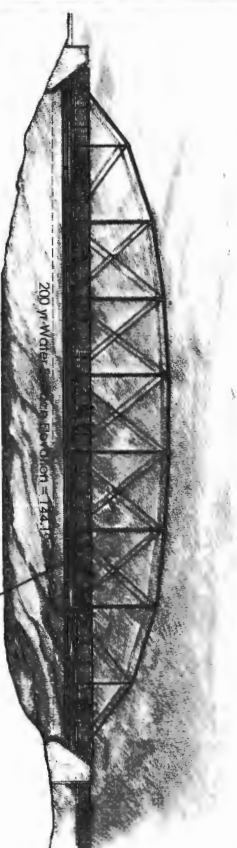
• RUBE NELSON "ICEHOUSE" BRIDGE •

Attachment 6

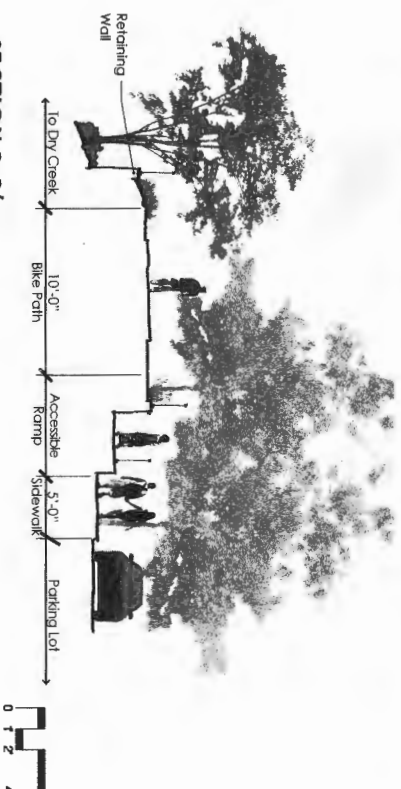


• RUBE NELSON "ICEHOUSE" BRIDGE CONCEPT PLAN •

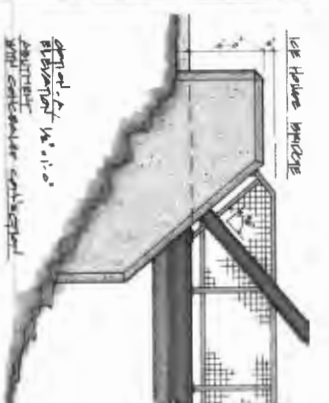
• BRIDGE ELEVATION •



• SECTION B-B' •



• EXISTING CONDITIONS AND MATERIALS •



DOWNTOWN BRIDGES, TRAIL & FIRE STATION SITE IMPROVEMENT PROJECTS

ROSEVILLE

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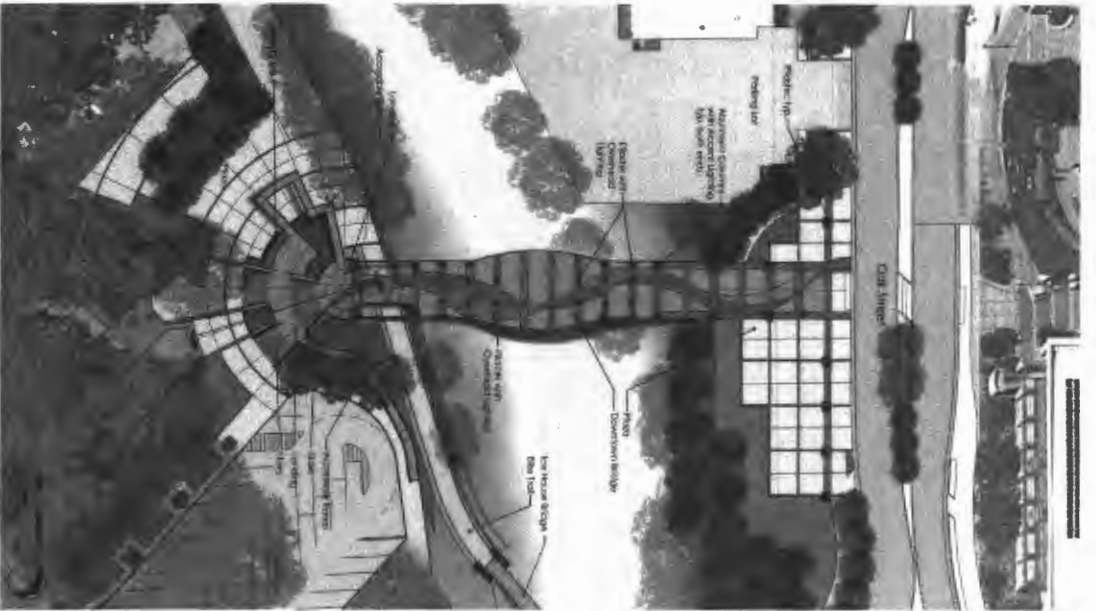
MARK THOMAS & COMPANY

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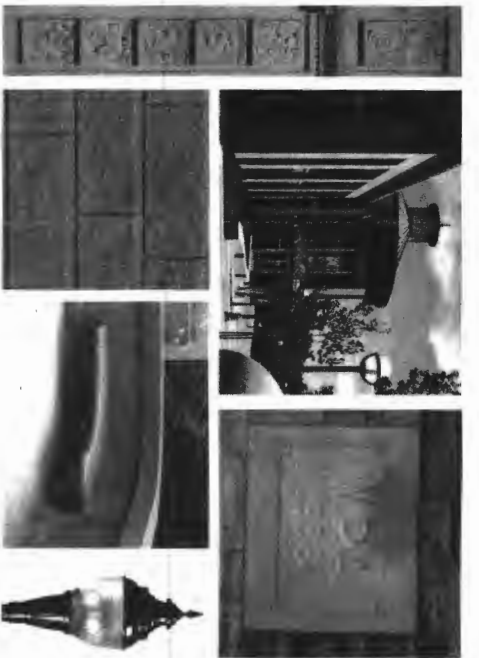
LANDSCAPE ARCHITECTURE, INC.

P I C H E S
ARCHITECTS

9/9/2014



• DOWNTOWN BRIDGE CONCEPT PLAN •



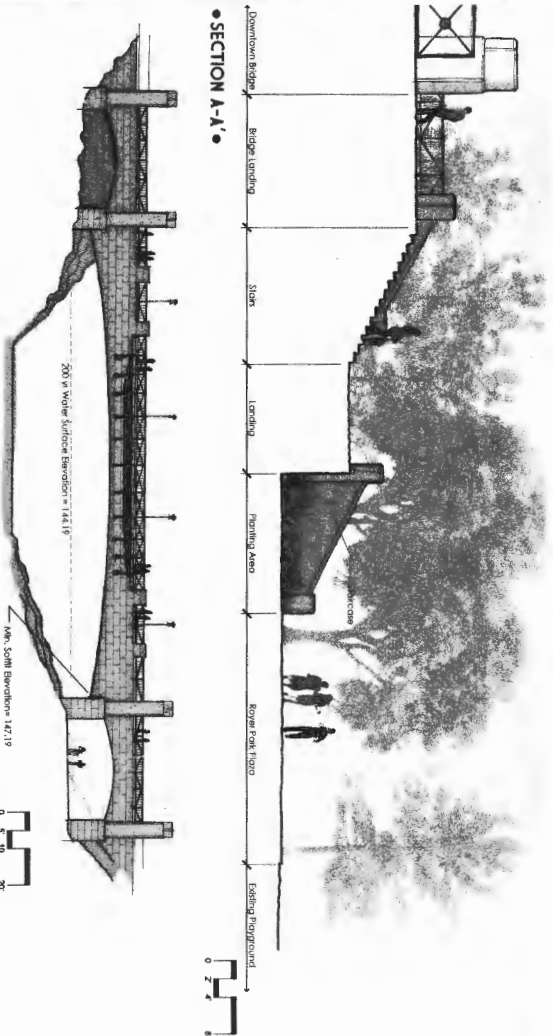
• WPA STYLE FURNISHINGS •



• RELIEF ELEVATION •



• BRIDGE LIGHTING •



• SECTION A-A' •

• DOWNTOWN BRIDGE ELEVATION •

• REPLACEMENT BRIDGE •



• REPLACEMENT BRIDGE CONCEPT PLAN •

DOWNTOWN BRIDGES, TRAIL & FIRE STATION SITE IMPROVEMENT PROJECTS



9/9/2014

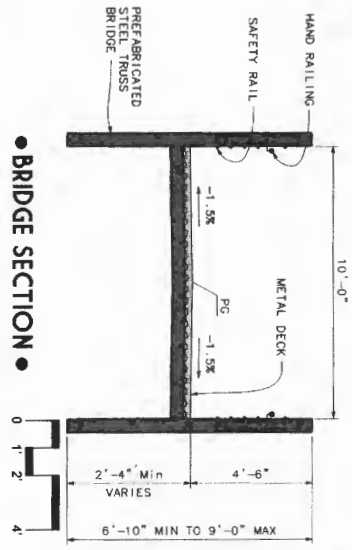
• REPLACEMENT BRIDGE ELEVATION •



• MATERIALS AND INSPIRATION •



• BRIDGE SECTION •



Attachment 9





MEMORANDUM

Date: September 9, 2014

To: Matt Brogan, Zach Siviglia, & Megan Johnson, Mark Thomas & Co.

From: John Gard & Sarah Holland, Fehr & Peers

Subject: Roseville Downtown Bridges – Parking Occupancy Study

RS13-3131

This memorandum presents the results of the parking occupancy study we performed for the Downtown Bridges, Trails, and Fire Station Site Improvement Project in the City of Roseville. The purpose of the study is to evaluate existing parking demand at various locations near Royer Park. This memorandum describes the study area, existing parking inventory, observed parking occupancy, and the results of the study.

Project Summary

The Downtown Bridges, Trails, and Fire Station Site Improvement Project proposes a variety of improvements to increase connectivity between Royer Park and Downtown Roseville. The project will include two additional pedestrian bridges crossing Dry Creek, which will connect Royer Park with Downtown Roseville. One bridge will be located near the existing fire station; the other bridge will connect near the Downtown Library. The project will also include Class I trail improvements, including realignment of the existing Rube Nelson "Icehouse" Bridge.

The project will improve connectivity which may encourage patrons of Downtown Roseville to park on the east side of Dry Creek and vice versa. The project improvements would also alter existing parking lots. Parking lot modifications may include:

- The fire station will be relocated to the property bounded by Lincoln Street, Linda Drive, and Dry Creek. The two parking lots on that property will be replaced with a public parking lot as part of the project.
- The project will remove parking spaces along Dietrich Drive and reconfigure the shared Veterans Hall/Royer Park parking lot.
- The Downtown Bridge and rotation of the Rube Nelson Bridge may alter parking in the Oak Street lot.
- The Library Replacement Bridge may alter the parking lot southeast of the library.

Project stakeholders would like to understand how the project will affect parking demand on both sides of Dry Creek.

Study Area

Royer Park is located north of Douglas Boulevard between Park Drive and Dry Creek. The park covers 17 acres and contains a baseball/softball field, a soccer field, tennis courts, a basketball court, several group picnic areas, two play areas, a cook shack, and the Children's Art Center. The picnic areas can be rented for large events. Royer Park is typically reserved for large picnics, sports games, day camps, and classes. Occasionally, Royer Park hosts larger events like the Fourth of July Celebration and Fun Run and Music in the Park concerts.

A Class I off-street bike path runs along the western edge of the park (adjacent to Dry Creek). The bike path crosses under Douglas Boulevard to Saugstad Park and continues south through residential neighborhoods. Vehicle parking for Royer Park is provided in lots 2 and 9 shown on Figure 1. The parking lots are shared with the Roseville Memorial Veterans Hall. On-street parking is also available along portions of Park Drive.

The Roseville Memorial Veterans Hall is located on Park Drive just north of Royer Park. The Veterans Hall was originally constructed in 1929 and primarily houses the Roseville Veterans of Foreign Wars (VFW) events. The Veterans Hall has many rooms and facilities, including a kitchen, which can be rented for events up to 300 people. The Veterans Hall is typically reserved for VFW celebrations, Boy Scout meetings, American Legion events, and dances. The Veterans Hall is occasionally used for larger events, such as the Memorial Day Celebration and Picnic.

Parking for the Veterans Hall is provided in lots 2 and 9 (see Figure 1) which are shared with Royer Park. On-street parking is also available along Park Drive. The Icehouse Railroad Bridge was relocated to the Veterans Hall site to provide access between the Veterans Hall and the public Oak Street parking lot (lot 14).

Other attractions in the area include the City of Roseville Public Library, Fire Department, and Civic Center, which are all located west of Dry Creek. Beyond that is Vernon Street, which contains a variety of shops and restaurants. Free parking for Vernon Street is provided by the parking garage (lot 16) and various on- and off-street lots, including lots 1, 8, and 14.

Saugstad Park is located south of Douglas Boulevard, opposite Royer Park. Saugstad Park amenities include picnic areas, two play areas, two baseball/softball fields, and a dog run. A Park & Ride lot (lot 15) is located at Saugstad Park and is served by Roseville Transit Local Service (Route L) and Commuter Service (Route 3) to downtown Sacramento.

Existing Parking Inventory

The study area includes 1,165 on-street and off-street parking spaces at 16 lots near Royer Park, including the parking garage. The parking lot locations are described below and displayed on Figure 1.

- Parking Lot 1 – off-street lot adjacent to Linda Drive (capacity: 29 regular spaces)

- Parking Lot 2 – off-street lot between Royer Park and Veterans Hall (capacity: 38 regular spaces, including 7 reserved for the Veterans Hall, 4 ADA spaces, totals exclude reserved commander parking)
- Parking Lot 3 – on-street parking along Park Drive between Dietrich Drive and the sports fields (capacity: approximately 21 regular spaces)
- Parking Lot 4 – off-street lot north of the library (capacity: 32 regular spaces)
- Parking Lot 5 – off-street lot southeast of the library (capacity: 24 regular spaces)
- Parking Lot 6 – off-street parking located north of Douglas Boulevard. This property is owned by Placer County and was formerly used for the Placer County Courthouse. (capacity: 56 regular spaces, 2 ADA spaces, and 2 reserved spaces)
- Parking Lot 7 – on-street parking along Royer Street between Judah Street and Taylor Street. Parking permits are required for most of the parking spaces on Royer Street (capacity: 25 regular spaces)
- Parking Lot 8 – off-street parking lot with access off of Lincoln Street. This lot was used for construction staging and was available for public parking only during the October and November count days. (capacity: 35 regular and 2 ADA spaces)
- Parking Lot 9 – on-street parking along Dietrich Drive (capacity: 16 regular spaces, 2 ADA spaces)
- Parking Lot 10 – on-street parking along Park Drive between Lincoln Street and Dietrich Drive (capacity: approximately 16 regular spaces)
- Parking Lot 11 – on-street parking along Park Drive adjacent to the sports fields (capacity: approximately 13 regular spaces)
- Parking Lot 12 – off-street parking northwest of the library (capacity: 3 regular spaces, 3 ADA spaces)
- Parking Lot 13 – on-street parking along Taylor Street between Oak Street and Royer Street (capacity: 18 regular spaces)
- Parking Lot 14 – off-street lot adjacent to Oak Street (capacity: 97 regular spaces, 7 ADA spaces, 1 electric vehicle space; totals exclude reserved fire station parking)
- Parking Lot 15 – off-street parking at Saugstad Park, including the Park and Ride lot and adjacent lot for 700 Douglas Boulevard which provides public parking on evenings and weekends. (capacity: 162 regular spaces, 7 ADA spaces)
- Parking Lot 16 – off-street parking garage with access off of Oak Street and Vernon Street (capacity: 539 regular spaces, 11 ADA spaces)

The number of on-street parking spaces was estimated using the length of the street and presence of driveway openings.

Within the study area, the total parking capacity includes 1,121 regular spaces, 41 ADA spaces, 2 reserved spaces, and 1 electric vehicle space. The proposed project will remove all 18 parking spaces along Dietrich Drive, reconfigure the shared Veterans Hall/Royer Park lot to provide one additional space, and replace the Linda Street and Lincoln Street lots with one 40-stall public lot. Although the designs are still preliminary, the project will eliminate approximately 17 spaces near the Veterans Hall and 26 spaces near Linda Drive.

Observed Parking Occupancy

We conducted parking occupancy surveys on a total of five days between May and November. Four of the five days were anticipated to correspond to high levels of activity at Royer Park and the Veterans Hall. One day (October 22nd) was chosen to represent a typical weekday with an event at the library. The data for each day is presented below.

On October 22nd and November 11th, parking occupancy was observed at all 16 parking lots. On the other count days, parking was observed in lots 1-6, 9-11, 14, and 15 only because the focus of those events was availability or parking spaces near the Veterans Hall and Royer Park.



Memorial Day, Monday, May 27th, 2013

Parking occupancy counts were performed at lots 1-6, 9-11, 14, and 15 between 11:00 AM and 2:00 PM on Memorial Day. The VFW hosted the annual Memorial Day Celebration at the Veterans Hall, beginning at 11:00 AM. The celebration included Congressman Tom McClintock delivering a keynote speech, followed by lunch. In addition, the sports fields at Royer Park were reserved for informal sports use. The weather was unseasonably cool and rainy, which affected the number of people participating in outside activities. Table 1 displays the observed parking occupancy for that day.

The shared Royer Park/Veterans Hall parking lot reached full capacity during the 1:00 PM hour for the regular and ADA accessible parking stalls. All other lots in the study area had a maximum occupancy of less than 50% during the observation period.

**TABLE 1: PARKING OCCUPANCY – MEMORIAL DAY
 MONDAY, MAY 27TH, 2013**

Lot ID	Location	Space Type	Inventory	Number of Vehicles				Maximum Occupancy
				11:00 AM	12:00 PM	1:00 PM	2:00 PM	
1	Linda Drive	Regular	29	7	6	5	5	24%
2	Royer Park / Veterans Hall	Regular	38	14	14	38	12	100%
		ADA	4	0	0	4	0	100%
3	Park Dr Mid	Regular	21	2	5	7	7	33%
4	North of Library	Regular	32	2	2	2	1	6%
5	Southeast of Library	Regular	24	0	0	0	0	0%
6	North of Douglas Blvd	Regular	56	0	0	0	0	0%
		ADA	2	0	0	0	0	0%
		Reserved	2	0	0	0	0	0%
9	Dietrich Drive	Regular and ADA	18	1	3	7	3	39%
10	Park Dr North	Regular	16	3	5	7	5	44%

**TABLE 1: PARKING OCCUPANCY – MEMORIAL DAY
 MONDAY, MAY 27TH, 2013**

Lot ID	Location	Space Type	Inventory	Number of Vehicles				Maximum Occupancy
				11:00 AM	12:00 PM	1:00 PM	2:00 PM	
11	Park Dr South	Regular	13	5	6	6	5	46%
		Regular	97	12	13	16	19	20%
14	Oak Street	ADA	7	0	0	0	0	0%
		Electric	1	0	0	0	1	100%
15	Saugstad Park	Regular	162	7	13	10	9	8%
		ADA	7	1	1	0	0	14%

Note: Parking lots 7, 8, 12, 13, and 16 were not observed on this day.
 Source: Fehr & Peers, 2013

Wednesday, May 29th, 2013

Parking occupancy counts were performed at lots 1-6, 9-11, 14, and 15 at 6:30 PM on Wednesday, May 29th. During the count, the following activities were occurring:

- Informal sports and playground use at Royer Park
- Maverick's Square Dance Club at Veterans Hall (5:00 – 9:30 PM)
- Boy Scout Troop 11 meeting at Veterans Hall (6:30 – 9:30 PM)
- Roseville PONY League Baseball games at Saugstad Park (back to back evening games)
- Downtown Library was open until 7:00 PM

This count also captured Park & Ride demand in the Saugstad parking lot. This day represents a typical weekday evening with multiple events occurring at Royer Park, the Veterans Hall, and Saugstad Park. Table 2 displays the observed parking occupancy.

TABLE 2: PARKING OCCUPANCY – WEDNESDAY, MAY 29, 2013 6:30 – 7:00 PM

Lot ID	Location	Space Type	Inventory	Number of Vehicles	Maximum Occupancy
1	Linda Drive	Regular	29	12	41%
2	Royer Park / Veterans Hall	Regular	38	38	100%
		ADA	4	3	75%
3	Park Dr Mid	Regular	21	8	38%
4	North of Library	Regular	32	6	19%
5	Southeast of Library	Regular	24	6	25%
6	North of Douglas Blvd	Regular	56	8	14%
		ADA	2	0	0%
		Reserved	2	0	0%
9	Dietrich Drive	Regular and ADA	18	5	28%
10	Park Dr North	Regular	16	2	13%
11	Park Dr South	Regular	13	8	61%
14	Oak Street	Regular	97	2	2%
		ADA	7	0	0%
		Electric	1	0	0%
		Regular	162	98	60%
15	Saugstad Park	ADA	7	4	57%
		Illegal	0	4 ¹	-

Notes: ¹ Four cars were illegally parked in the angled parking area of Saugstad Park. Parking lots 7, 8, 12, 13, and 16 were not observed on this day.

Source: Fehr & Peers, 2013

The shared Royer Park/Veterans Hall parking lot reached full capacity for the regular parking stalls and the ADA accessible stalls were 75% full. The Saugstad parking lot and Park Drive South were about 60% full for regular stalls and the ADA accessible stalls. All other lots in the study area had a maximum occupancy of less than 50% during the observation period.

Sunday, July 21st, 2013

Parking occupancy counts were performed at lots 1-6, 9-11, 14, and 15 between 4:00 PM and 10:00 PM on Sunday, July 21st. During the count, the following activities were occurring:

- Music in the Park concert by the Chris Gardner Band in Royer Park starting at 6:00 PM
- Fleet Association Branch Picnic (8:00 AM – 5:00 PM at the Veterans Hall
- Win-R-Circle Dance Club (12:00 PM – 6:00 PM) and the Fontaine Dance (6:00 PM – 12:00 AM) at the Veterans Hall.

Table 3 displays the observed parking occupancy for that day.

The shared Royer Park/Veterans Hall parking lot reached full capacity during the 7:00 PM hour for the regular parking stalls. The Dietrich Drive parking was 89% full. The on-street parking on Park Drive between Dietrich Drive and Douglas Boulevard was about 97% occupied for the 6:00 PM hour. All other lots in the study area had a maximum occupancy of 50% or less during the observation period.

TABLE 3: PARKING OCCUPANCY – SUNDAY, JULY 21, 2013

Lot ID	Location	Space Type	Inventory	Number of Vehicles						Maximum Occupancy
				4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	
1	Linda Drive	Regular	29	5	3	3	2	2	2	17%
2	Royer Park / Veterans Hall	Regular	38	18	23	33	38	32	4	100%
		ADA	4	1	2	2	3	3	0	75%
3	Park Dr Mid	Regular	21	3	8	20	18	15	0	95%
4	North of Library	Regular	32	0	0	0	0	0	0	0%
5	Southeast of Library	Regular	24	0	0	0	0	0	0	0%

TABLE 3: PARKING OCCUPANCY – SUNDAY, JULY 21, 2013

Lot ID	Location	Space Type	Inventory	Number of Vehicles						Maximum Occupancy
				4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	
6	North of Douglas Blvd	Regular	56	2	2	3	3	3	3	5%
		ADA	2	0	0	0	0	0	0	0%
		Reserved	2	0	0	0	0	0	0	0%
9	Dietrich Drive	Regular and ADA	18	0	1	14	16	11	0	89%
10	Park Dr North	Regular	16	4	3	6	8	6	4	50%
11	Park Dr South	Regular	13	8	10	13	12	13	5	100%
14	Oak Street	Regular	97	7	6	13	18	15	5	19%
		ADA	7	0	0	0	0	0	0	0%
		Electric	1	0	0	0	0	0	0	0%
15	Saugstad Park	Regular	162	12	14	53	63	77	12	48%
		ADA	7	0	0	0	0	0	0	0%
		Illegal	0	1 ¹	0	0	0	0	0	-

Notes: ¹ One car was illegally parked in the angled parking area of Saugstad Park.
Parking lots 7, 8, 12, 13, and 16 were not observed on this day.

Source: Fehr & Peers, 2013

Tuesday, October 22nd, 2013 (Typical Weekday)

Parking occupancy counts were performed at all study locations between 8:00 AM and 7:00 PM on Tuesday, October 22nd. This day was chosen to represent typical weekday parking demand, plus an event at the library. The following events occurred during the observation period:

- English as a Second Language (ESL) class at 9:00 AM and a Genealogy event between 4:00 PM and 7:00 PM at the Downtown Library. The library was open for normal activities from 10:00 AM to 7:00 PM.
- Whirl-A-Ways dance club from 5:00 PM to 10:00 PM and a Sacramento Blue Star Moms Board Meeting from 6:30 PM to 8:30 PM at the Veterans Hall.

- There were no planned events at Royer Park.

Table 4 displays the parking occupancy data collected for October 22nd. The data shows five parking lots were full or nearly-full at various times throughout the day. The following key observations can be drawn from the data.

- The Linda Drive parking lot (lot 1) was 97 percent occupied from 10:00 AM through 12:00 PM. The average occupancy for this lot was 76 percent on a typical weekday. This parking lot frequently fills up on weekdays, however the Lincoln Street parking lot (lot 8), located just 125 feet to the southeast had only one vehicle parked there during the observation period.
- The Oak Street parking lot (lot 14) had an average occupancy of 43 percent and a maximum occupancy of 57 percent. As shown in the table, the number of vehicles in the lot remains fairly constant between 8:00 AM and 4:00 PM and then drops off significantly. This likely indicates this lot is primarily used by employees with jobs in downtown Roseville.
- The shared Royer Park/Veterans Hall parking lot was fully occupied at 7:00 PM. This is attributable to the overlapping dance class and Sacramento Blue Star Moms Board Meeting. Parking spaces along Dietrich Drive and Park Drive were still available.
- The lot north of the Library (lot 4) reached full capacity at 11:00 AM and 1:00 PM. The average occupancy was 77 percent. The off-street parking lot southeast of the library (lot 5) reached 92 percent of capacity at 12:00 and had an average occupancy of 72 percent. Interestingly, the maximum occupancy of this lot corresponds to regular library activities, not either of the events that occurred on the count day. Lot 6, which often serves as overflow parking for the library, saw an increase in vehicles during the genealogy event, but was only 14 percent occupied.
- Parking occupancy along Taylor Street reached 94% at 4:00 PM, which corresponded to the genealogy event at the library. Royer Street also reached its maximum occupancy (72 percent) at 4:00 PM. However, parking permits are required for vehicles parked along Royer Street, so it is more likely that this jump in occupancy is due to people arriving home from work in the evening hours.

The data suggests that parking lots west of Dry Creek experience higher demand on a typical weekday than on a weekend. While some parking lots are at or near capacity for most of the day (lots 1, 4, and 5), other nearby lots had plenty of excess supply (lots 6, 8, and 16).

East of Dry Creek, events at the Veterans Hall caused lot 2 to reach full capacity for one hour, however the spaces along Dietrich Drive and Park Drive were less than 50 percent occupied.

TABLE 4: PARKING OCCUPANCY – TYPICAL WEEKDAY TUESDAY, OCTOBER 22, 2013

Lot ID	Location	Space Type	Inv.	Number of Vehicles												Occupancy	
				8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	Ave	Max
1	Linda Drive	Regular	29	11	26	28	28	28	19	22	23	23	17	16	17	76%	97%
2	Royer Park / Veterans Hall	Regular	38	1	2	9	7	13	16	10	8	12	6	9	38	29%	100%
		ADA	4	0	0	1	0	0	1	0	0	0	1	0	2	10%	50%
3	Park Dr Mid	Regular	21	2	4	3	5	6	8	10	5	3	5	4	4	23%	48%
4	North of Library	Regular	32	21	30	28	32	27	32	30	30	29	20	8	7	77%	100%
5	Southeast of Library	Regular	24	1	17	21	21	22	16	21	20	19	21	13	14	72%	92%
6	North of Douglas Blvd	Regular	56	2	2	4	5	5	4	5	4	7	7	8	8	9%	14%
		ADA	2	0	0	0	0	0	0	0	0	0	0	0	0	0%	0%
		Reserved	2	0	0	0	0	0	0	0	0	0	0	0	0	0%	0%
7	Royer Street ²	Regular	25	6	8	8	9	9	7	8	8	18	16	16	16	43%	72%
8	Lincoln Street	Regular	35	0	0	1	0	0	0	0	0	0	0	0	0	0%	3%
		ADA	2	0	0	0	0	0	0	0	0	0	0	0	0	0%	0%
9	Dietrich Drive	Regular and ADA	18	2	3	3	3	3	4	2	2	0	3	4	1	14%	22%

TABLE 4: PARKING OCCUPANCY – TYPICAL WEEKDAY TUESDAY, OCTOBER 22, 2013

Lot ID	Location	Space Type	Inv.	Number of Vehicles												Occupancy	
				8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	Ave	Max
10	Park Dr North	Regular	16	2	3	3	3	2	3	2	6	4	5	6	4	22%	38%
11	Park Dr South	Regular	13	4	2	4	4	4	3	3	3	3	3	4	3	26%	31%
12	Northwest of Library	Regular	3	3	3	3	3	3	2	2	0	2	3	2	2	78%	100%
		ADA	3	0	0	1	1	1	1	0	0	2	2	1	0	25%	67%
13	Taylor Street	Regular	18	1	4	7	7	6	11	11	11	17	12	11	12	51%	94%
		Regular	97	44	50	54	48	46	55	53	53	46	26	11	9	43%	57%
14	Oak Street	ADA	7	0	0	0	0	0	0	0	0	0	0	0	0	0%	0%
		Electric	1	0	1	1	1	0	1	0	0	0	1	1	0	50%	100%
15	Saugstad Park	Regular	162	2	59	56	51	58	52	45	49	53	44	40	8	27%	36%
		ADA	7	3	1	0	0	0	1	0	0	0	1	1	0	8%	43%
		Illegal	0	0	0	0	0	0	1	0	0	0	0	0	0	-	-
16	Parking Garage	Regular	539	169	184	187	116	185	195	198	196	178	118	78	72	29%	37%
		ADA	11	3	2	1	1	1	1	1	1	0	1	1	1	11%	27%

Notes: ¹ One car was illegally parked in the angled parking area of Saugstad Park.

² Parking permits are required for most spaces along Royer Street.

Source: Fehr & Peers, 2013

Veterans Day, Monday, November 11th, 2013

Parking occupancy counts were performed at all study locations between 8:00 AM and 12:00 PM on Veterans Day. On this day, the Veterans Hall hosted a pancake breakfast at 8:00 AM, followed by a ceremony at 11:00 AM. The library was closed and there were no planned activities at Royer Park. Table 5 displays the parking demand on Veterans Day.

**TABLE 5: PARKING OCCUPANCY – VETERANS DAY
 MONDAY, NOVEMBER 11TH, 2013**

Lot #	Location	Space Type	Inv.	Number of Vehicles					Maximum Occupancy
				8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	
1	Linda Drive	Regular	29	6	15	18	20	17	69%
2	Royer Park / Veterans Hall	Regular	38	20	38	31	38	32	100%
		ADA	4	0	4	1	4	1	100%
3	Park Dr Mid	Regular	21	4	5	7	16	14	76%
4	North of Library	Regular	32	0	2	2	2	2	6%
5	Southeast of Library	Regular	24	0	0	0	0	0	0%
		Regular	56	0	0	0	0	1	2%
6	North of Douglas Blvd	ADA	2	0	0	0	0	0	0%
		Reserved	2	0	0	0	0	0	0%
7	Royer Street ¹	Regular	25	9	11	6	9	10	44%
8	Lincoln Street	Regular	35	0	0	0	0	0	0%
		ADA	2	0	0	0	0	0	0%
9	Dietrich Drive	Regular and ADA	18	0	8	2	14	12	78%

**TABLE 5: PARKING OCCUPANCY – VETERANS DAY
 MONDAY, NOVEMBER 11TH, 2013**

Lot ID	Location	Space Type	Inv.	Number of Vehicles					Maximum Occupancy
				8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	
10	Park Dr North	Regular	16	3	5	5	10	7	63%
11	Park Dr South	Regular	13	5	5	6	9	9	69%
12	Northwest of Library	Regular	3	3	3	3	3	3	100%
		ADA	3	0	0	0	0	0	0%
13	Taylor Street	Regular	18	0	0	1	0	1	6%
		Regular	97	6	17	19	80	61	82%
14	Oak Street	ADA	7	0	0	2	3	2	43%
		Electric	1	0	0	1	0	1	%100
		Regular	162	10	16	12	14	18	11%
15	Saugstad Park	ADA	7	0	0	0	0	0	0%
		Illegal	0	0	0	0	0	0	0%
16	Parking Garage	Regular	539	69	74	83	83	79	15%
		ADA	11	0	1	1	1	1	9%

Note: ¹ Parking permits are required for most spaces along Royer Street.

Source: Fehr & Peers, 2013

Veterans Day brought the highest parking demand near the Veterans Hall for this study. The shared Veterans Hall/Royer Park lot reached capacity at 9:00 AM and 11:00 AM; all of the regular and ADA spaces were occupied. The Linda Drive lot, Oak Street lot, Dietrich Drive, and Park Drive all had maximum parking occupancies between 63 percent and 82 percent. The maximum occupancy for all of these locations

occurred at 11:00 AM, during the Veterans Day ceremony. The lots near the library and the Lincoln Street lot experienced a maximum occupancy of 15 percent or less, with the exception of the northwest library lot and Royer Street.

Conclusions

We observed the parking occupancy of 16 on- and off-street parking locations in Downtown Roseville on five days, many of which included events at Royer Park, Saugstad Park, the Veterans Hall, and the library. Based on the data, we can draw the following conclusions:

- The shared Veterans Hall/Royer Park parking lot reached maximum capacity for one or two hours on each of the five days as a result of events being held at these locations. However, most nearby parking lots (Oak Street, Park Drive North, etc.) usually had reserve capacity during that same hour.
- The Veterans Day event resulted in a heavy parking demand at the shared Veterans Hall/Royer Park lot, the Oak Street lot, the Linda Drive lot and the on-street parking along Dietrich Drive and Park Drive. During this event, the Lincoln Street parking lot was vacant. The Saugstad Park lot and most of the lots near the library also had low occupancy rates. The proposed project includes a bridge between Royer Park and the library lots, which would improve pedestrian access to other parking lots during larger events.
- The ADA accessible spaces were at or near capacity in the Veterans Hall/Royer Park shared parking lot during at least one hour on four of the five count days. This is of note since visitors to the Veterans Hall include many elderly and veterans. These groups may be more likely to have disabilities that prevent them from using regular spaces than the general public. Additional ADA accessible parking spaces may be considered to serve the Veterans Hall.
- During the typical weekday count, we observed higher demand in the lots west of Dry Creek. Employees, shoppers, and library patrons likely contributed to the high demand in the Linda Drive, Taylor Street, and the library lots. Nearby lots, such as the Lincoln Street lot and the parking garage had plenty of available parking during this observation period.

The Downtown Bridges, Trails, and Fire Station Site Improvement Project proposes to enhance pedestrian connectivity across Dry Creek. This will make parking lots west of Dry Creek more attractive for events on the east side and vice versa. The project improvements would also alter existing parking lot capacity.

The proposed project will eliminate 16 regular spaces and 2 ADA spaces along Dietrich Drive and reconfigure the shared Veterans Hall/Royer Park parking lot to include 1 additional regular parking space, for a net decrease of 15 regular spaces and 2 ADA spaces near the Veterans Hall. Since the Veterans Hall/Royer Park lot is often already at capacity during special events at the Veterans Hall or Royer Park, parking during events will more frequently "overflow" into adjacent lots (e.g., Oak Street) and surface streets (e.g., Park Drive). The data shows that the adjacent lots have the reserve capacity to accommodate the additional demand.

During larger events, such as the Veterans Day celebration or Music in the Park, the parking lots near the Veterans Hall will likely reach capacity. Visitors will have to park in the Oak Street lot, the Saugstad Park lot, the lots near the library, or the parking garage on Oak Street. The proposed pedestrian bridge over Dry Creek will make the lots near the library more accessible and convenient. Large events at the Veterans Hall or Royer Park tend to occur on holidays, Sundays, or evenings when the library is closed and the parking lots are empty. Additional signage should be considered to direct motorists to these lots during these events.

The proposed project would replace the Linda Drive and Lincoln Street lots, which currently have a capacity of 66 spaces, with a fire station and a new public parking lot of about 40 spaces. The project would result in a net decrease of about 26 spaces near Linda Drive. Although the Linda Drive lot was observed at about 70 percent average capacity on the October and November count days, the Lincoln Street lot (with a capacity of 37 spaces) was nearly empty. Therefore the proposed project would not cause a parking shortage in this area.

The Downtown Bridge and the realignment of the existing Rube Nelson "Icehouse" Bridge would remove a few parking spaces from the Oak Street parking lot. The exact number of spaces is not yet known. This decrease would not cause a parking shortage, because the observed demand could be accommodated within the remaining supply.

The proposed Library Bridge would also remove a few parking spaces from the lot southeast of the library. The exact number of spaces is not yet known. The lots near the library (lots 4, 5, and 12) were at or near capacity for multiple hours on the typical weekday count. The excess demand caused by the project could be accommodated in the lot north of Douglas Blvd (lot 6), which already serves as overflow parking for the library and was nearly empty during the typical weekday count.

Additionally, the proposed bridge would increase accessibility of the library parking lots during events, which would increase parking demand. The data indicates these lots are usually empty or have very low demand during events (usually evenings, weekends, and holidays), so this additional demand could be accommodated.

We hope this information is helpful. Please call or e-mail us with any questions or comments.

Dour, Mike

m: Werner Kuehn <kuehn.w@gmail.com>
t: Wednesday, February 18, 2015 3:12 PM
To: Dour, Mike
Subject: Downtown Bridges
Attachments: Veterans 2.JPG; Veterans hall.JPG; Veterans3.JPG; PFEbridge.jpg; Ice House Bridge Abutment.JPG; Downtown Bridge relief.JPG

Hello Mike

I have reviewed all materials online. Here is some of my first feedback and photos

1. Library Replacement Bridge

- a) I question current elevation plan, which requires a stairway and a handicap ramp. Why don't you simply have the bridge at existing elevation, with NO need for either?
- b) How will the inscriptions planned for bridge be determined? Who is providing this oversight?
- c) How about different bridge abutments ? Use the style planned for Ice House Bridge. (See attached)

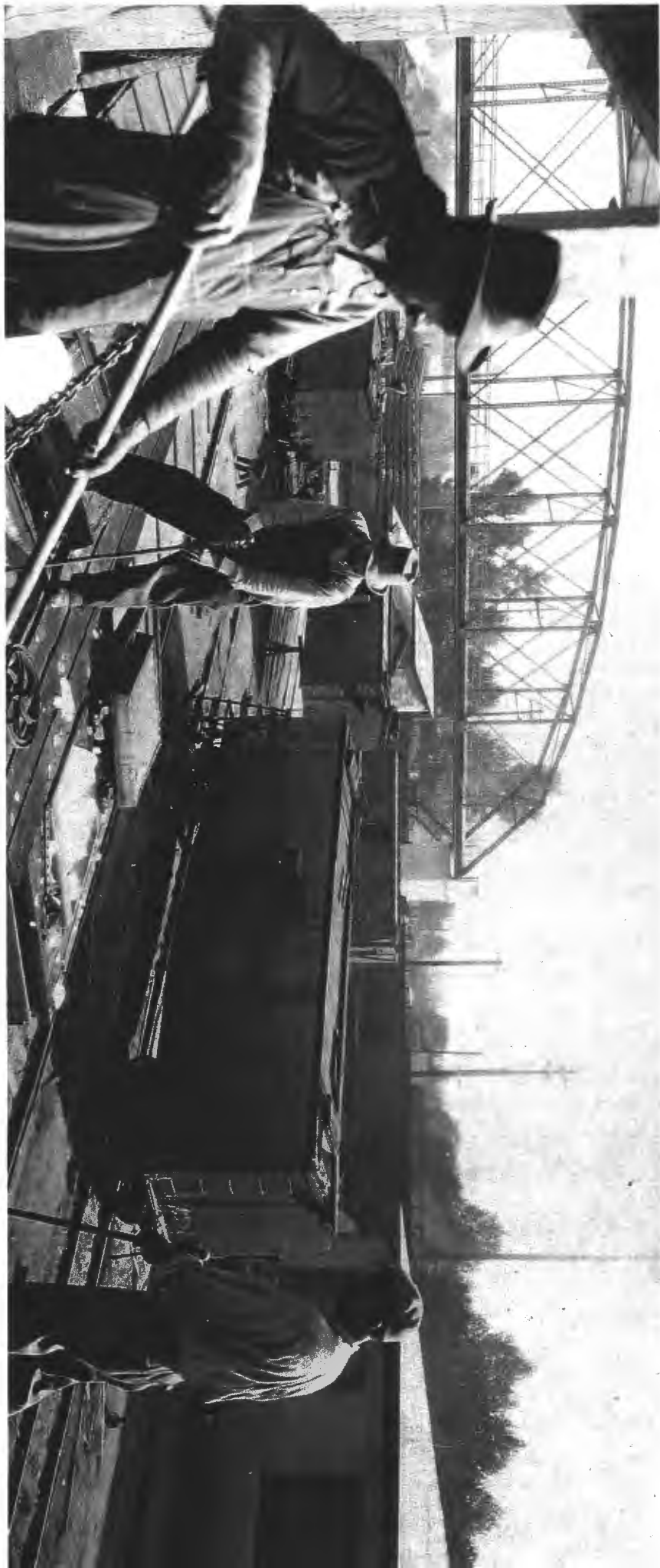
2. Downtown Pedestrian Bridge + Rube Nelson Ice House Bridge

- a) See attached PFE Bridge. jpeg. Could this PFE photo be used as relief picture, instead of one pictured in current plans? (Downtown Bridge relief.JPG)

3. Parking at Veterans Hall

- ` Never consider a NEW parking lot in the area at north end of Veterans Hall, at beginning of Park ve. Multiple reasons, not to do this... Won't elaborate now though.
- o) Expand existing lot on south side of Veterans Hall lot by removing a few trees, relocating boy scout sign (not very attractive).
This could include creating handicap and additional spaces, in the entrance area, which is now a small lawn and sidewalk area.

Werner



Dreyer, Helen

m: Orozco, Sonia
Sent: Monday, March 09, 2015 11:10 AM
To: Moore, Judy; Dreyer, Helen; Byrnes, Audrey
Subject: FW: Downtown Bridges Overview - Mar 18th Agenda Item
Attachments: PFEbridge.jpg; Ice House Bridge Abutment.JPG

This email needs to be placed with the item for the 3/18 meeting for reference.

From: Rohan, Susan
Sent: Monday, March 09, 2015 11:08 AM
To: Orozco, Sonia
Subject: Fwd: Downtown Bridges Overview - Mar 18th Agenda Item

Fyi

Sent from Susan's iPhone.

Begin forwarded message:

From: "Werner Kuehn" <kuehn.w@gmail.com>
To: "Rohan, Susan" <SRohan@roseville.ca.us>, "Garcia, Carol" <CGarcia@roseville.ca.us>, "Herman, Tim" <THerman@roseville.ca.us>, "Gore, Bonnie" <BGore@roseville.ca.us>, "Roccucci, Pauline" <PRoccucci@roseville.ca.us>
Cc: "Dour, Mike" <mdour@roseville.ca.us>, "Gee, Tara" <TGee@roseville.ca.us>
Subject: Downtown Bridges Overview - Mar 18th Agenda Item

Mayor Garcia and Council

I recently served on Downtown Bridge Commission, and had opportunity to review design concepts in great detail. I also briefly met with both Mike and Tara in Royer Park, and did a "walk through" of some of the bridge locations. Here is [link](#) to the Downtown Bridge plans.

Our Royer Park discussion covered my questions and concerns (elevations, bridge abutments, Veteran Hall parking, and park tree removals). They provided me some additional information and I made a few suggestions to consider, as listed below.

- Use a similar curved, tapering bridge abutment on ALL Dry Creek bridges which matches creek bed slope . This would give a consistency to ALL 5 Dry Creek bridges (3 new + 2 existing)
- Create a mural for side of "City Hall bridge" platform in Royer using attached "Ice House" photo
- Create artistic, painted railing enhancements on 2 existing Dry Creek bridges - Douglas + Sutter (See City of Folsom for a nice job on bridges)
- Improve underside of Douglas + Sutter Bridges
- Replace chain link along east side of creek with wrought iron fence (already in place on west side of creek)

I also expressed my STRONG objection to proposed NEW parking lot, considered for North side of Veterans Hall (near existing Ice House crossing). This was for the following reasons

- Only 10 spaces are gained
- At least 4 trees would be removed
- Entering or exiting this lot would be a traffic hazard

My alternate plan was to add additional spaces at South end, by eliminating some small lawn areas.

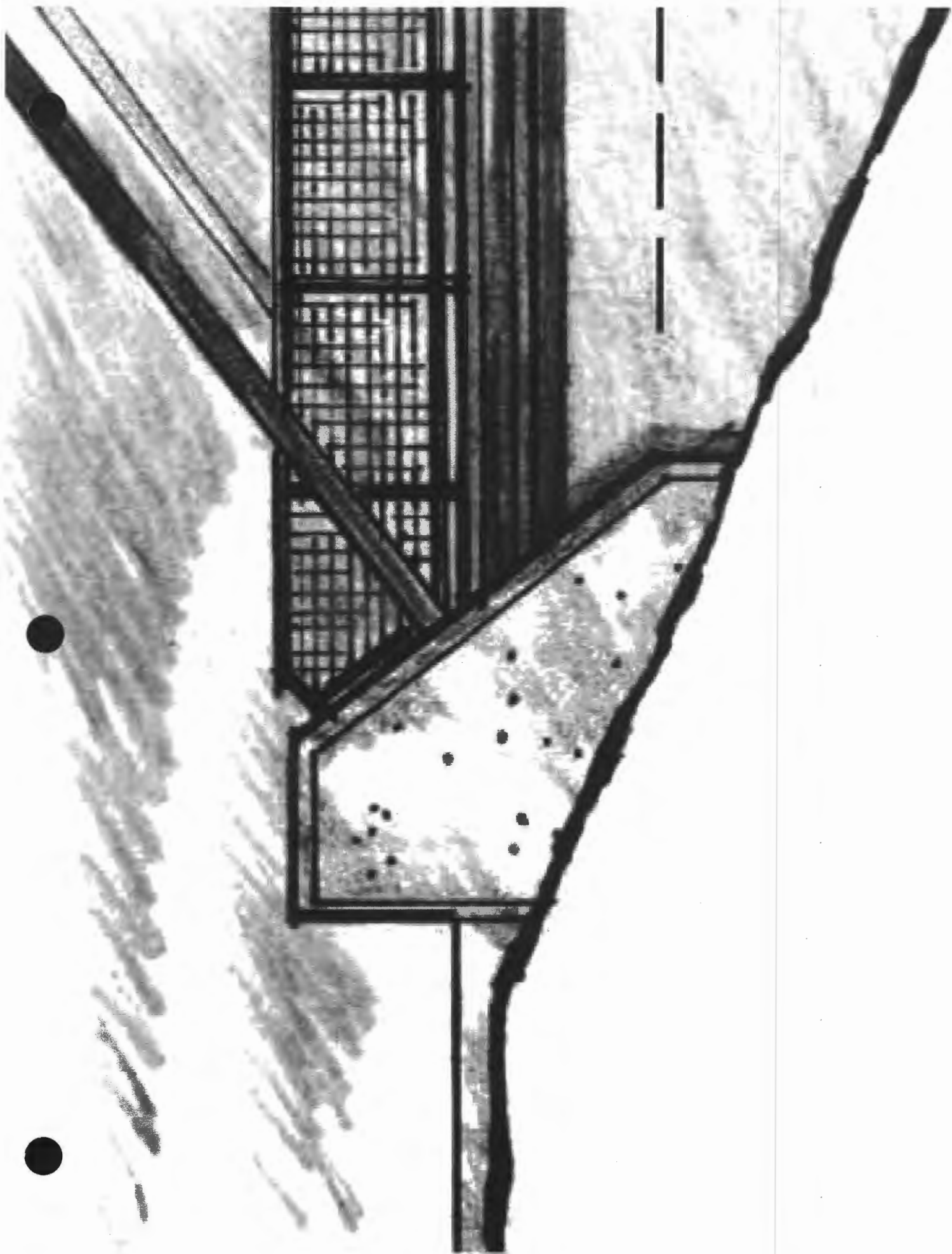
I hope to be able to speak at the May 18th meeting, but thought it may be better to send this to you, prior to the meeting.

Thank you for hearing my concerns. Please feel free to contact me if you have any questions.

Werner

916-367-2524







**HOUSING AUTHORITY MEMO**

6715

City Clerk Use Only

DATE: February 25, 2015	
TITLE: Roseville Housing Authority Five-Year and Annual Plan for Fiscal Year 2015	
CONTACT: Nancy Cox, Housing Analyst 916-774-5451 ncox@roseville.ca.us	

Meeting Date: Housing Authority Meeting of March 18, 2015

SUMMARY RECOMMENDATION

1. Open Public Hearing, receive public comment, close public hearing.
2. Adopt the attached resolution:
 - Approving the attached Roseville Housing Authority Five-Year and Annual Plan for Fiscal Year 2015; and
 - Authorizing the Executive Director to submit the Roseville Housing Authority Five-Year and Annual Plan for Fiscal Year 2015 to the U.S. Department of Housing & Urban Development along with all the required certifications, disclosures, and related documents.

BACKGROUND

Pursuant to the 1998 Quality Housing and Work Responsibility Act (QHWRA), all housing authorities must submit an Agency Plan, which includes a Five Year Plan and Annual Plan. The U.S. Department of Housing & Urban Development (HUD) designed the Agency Plan to reflect the current and future goals of all housing authorities. It is also intended to identify the needs of the households served by the Housing Authority. Since the Roseville Housing Authority submitted its last Five-Year Plan to HUD in 2010, the Housing Authority is required to submit a Five-Year and Annual Plan this year.

Routing Approval:

M ASD JP ACM RS ATTY

AGENDA ITEM# 10.1

Five-Year and Annual Plan

The Roseville Housing Authority Five-Year and Annual Plan is required to identify specifically which Administrative Plan elements have been revised since the Housing Authority's last Annual Plan submission in April 2014. The purpose of a Housing Authority's Administrative Plan is to establish policies for carrying out its programs in a manner consistent with HUD requirements and local goals. There were several revisions made to the Roseville Housing Authority Administrative Plan after the Housing Authority had submitted its Annual Plan for Fiscal Year 2014 to HUD. These revisions were adopted by the Housing Authority by resolution on January 7, 2015. While some of the revisions were updates to comply with new HUD regulations, most were updates to Housing Authority policies. These revisions are reported in the attached draft Five-Year and Annual Plan.

Public Comment Period

The draft Five-Year and Annual Plan is required to have a 45 day local comment period before the Roseville Housing Authority has a public hearing to adopt the Agency Plan. The 45-day comment period commenced January 5, 2015 and ended February 18, 2015. Staff has received no comments from the public during this period.

Housing Authority staff held a meeting on January 7, 2015 to discuss the Five-Year and Annual Plan for Fiscal Year 2015 with the Housing Authority's Resident Advisory Board (RAB) members. The RAB members reviewed the draft Five-Year and Annual Plan prior to attending the meeting with staff and brought their comments to the meeting. The RAB members supported the revisions that had been made to the Housing Authority Administrative Plan. A detailed summary of the RAB's comments is included in the Five-Year and Annual Plan as an attachment.

Housing staff anticipates submitting the final document via the Internet to HUD by the April 17th due date, which is 75 days before the beginning of the next fiscal year.

FISCAL IMPACT

The Housing Authority provides an important social service to ensure safe and affordable housing for our residents. Safe and affordable housing is an essential component to the foundation of our community's economic stability.

This Housing Authority Five-Year and Annual Plan does not create any additional cost to the City's General Fund.

ECONOMIC DEVELOPMENT/JOBS CREATED

The Housing Authority does not promote or create jobs but it does provide an important social service to ensure safe and affordable housing for our residents. Safe and affordable housing is an essential component to the foundation of our community's economic stability.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Roseville Housing Authority Five-Year and Annual Plan for Fiscal Year 2015 does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully submitted,



Nancy Cox
Housing Analyst



Chris Robles
Assistant Director

APPROVED:



Ray Kerridge
Executive Director

Attachment: Roseville Housing Authority Five-Year and Annual Plan for Fiscal Year 2015

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE
RESOLUTION NO. 3-15

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ROSEVILLE
AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT THE ROSEVILLE
HOUSING AUTHORITY FIVE YEAR PLAN AND ANNUAL PLAN FOR FISCAL YEAR
2015 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ALONG WITH ALL THE REQUIRED CERTIFICATIONS, DISCLOSURES AND
RELATED DOCUMENTS

WHEREAS, the Department of Housing and Urban Development (HUD) requires all housing authorities to submit an Agency Plan, which includes a Five Year Plan and an Annual Plan; and

WHEREAS, staff has prepared the Five Year Plan and Annual Plan; and

WHEREAS, the Housing Authority has reviewed the plans;

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF ROSEVILLE DOES HEREBY RESOLVE that:

1. The Roseville Housing Authority Five Year Plan and Annual Plan for Fiscal Year 2015 is hereby approved.
2. The Executive Director is authorized to submit the Roseville Housing Authority Five Year Plan and Annual Plan for Fiscal Year 2015 to the U.S. Department of Housing and Urban Development along with all required certifications, disclosures, and related documents.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this
_____ day of _____, 20____, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

Chair

ATTEST:

Secretary

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Roseville Housing Authority</u> PHA Code: <u>CA128</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2015</u>												
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: <u>647</u>												
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV						
PH	HCV												
	PHA 1:												
	PHA 2:												
	PHA 3:												
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.												
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The mission of the Roseville Housing Authority is to enhance the quality of life to Roseville and Rocklin's low-income families and individuals by: <ul style="list-style-type: none"> • Effectively administering Housing Choice Voucher rental assistance funds • Assisting families with opportunities for safe, decent and affordable housing • Delivering a high level of customer service • Guiding families and individuals towards self-sufficiency The mission shall be accomplished by a fiscally responsible, creative organization committed to excellence in public service.												

- 5.2 **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Goals for the current 5-Year Plan:

1. Expand the supply of assisted housing.
 - *The Roseville Housing Authority will apply for additional VASH vouchers if they become available.*
2. Improve the quality of assisted housing.
 - *The Roseville Housing Authority will maintain its high-performer rating (SEMAP score).*
3. Increase assisted housing choices.
 - *The Roseville Housing Authority will continue to encourage property owners to provide available unit information for Housing Choice Voucher holders that are searching for a rental unit.*
 - *The Roseville Housing Authority will monitor HAP payments monthly to ensure that at least 98% of the Annual Contributions Contract is utilized or that 98% of total unit months are leased each year.*
4. Affirmatively further Fair Housing
 - *The Roseville Housing Authority will provide training opportunities for staff to promote equal opportunity in housing.*
5. Collaborate with neighboring housing authorities to optimize administration of the Housing Choice Voucher Program.
 - *The Roseville Housing Authority will continue to host HCV Roundtable meetings with housing authorities in Northern California three times a year and maintain the Yahoo! User Group for ongoing communication.*

Goals met from previous 5-Year Plan:

1. Expand the supply of assisted housing.
 - *The Roseville Housing Authority submitted applications to HUD for 75 NED vouchers and 10 VASH vouchers and received allocations of all 85 vouchers.*
 - *The Roseville Housing Authority has ongoing negotiations to leverage private and public funds to create additional housing opportunities and continue to encourage participation in the Housing Choice Voucher Program through the use of development agreements.*
2. Improve the quality of assisted housing.
 - *The Roseville Housing Authority has maintained its high-performer rating (SEMAP score).*
3. Increase assisted housing choices.
 - *The Roseville Housing Authority has continued educating potential voucher landlords about the HCV Program in an effort to attract new landlords to the program. During the last five years over 40 new landlords began participating in the HCV Program.*

6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>The following updates have been made to Roseville Housing Authority's Administrative Plan:</p> <p>Section 3-I.M. LIVE-IN AIDE: RHA will not approve a particular person as a live-in aide if the requested live-in aide was previously a member of the family (while the family was receiving assistance). The requested live-in aide must have established their own residence for at least two years before they may be considered as a live-in aide.</p> <p>Section 3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE: RHA will deny assistance to an applicant if: The act of reporting information or providing verifications to the Housing Authority which contradict information or verifications provided to other agencies, institutions, owners or property managers is considered fraudulent in nature and is reason for denial of assistance. Any family member was part of an assisted family that had their rental assistance terminated for violations of family obligations within the past 12 months (3 years for violent or drug related activity).</p> <p>Section 4-III.B. SELECTION AND HCV FUNDING SOURCES: RHA administers HUD's Rental Assistance for Non-Elderly Persons with Disabilities (NED) Program and Veterans Affairs Supportive Housing (VASH) program.</p> <p>Section 7-II.A. VERIFICATION OF LEGAL IDENTITY: Acceptable forms of verification of legal identity for adults include current, valid driver's license or DMV identification card, or a valid US passport.</p> <p>Section 8-II.A. THE INSPECTION PROCESS OVERVIEW: RHA will consider the family to have violated its obligation to make the unit available for inspection if the inspectors are refused entrance at the time of a scheduled inspection. This will result in proposal of termination of the family's assistance in accordance with Chapter 12</p> <p>Section 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS:</p> <p><u>Roseville Housing Authority (RHA) Policy</u></p> <p>For participants with valid state-authorized medical marijuana identification cards (MMIC), or other legally verifiable use of medical marijuana, possession or use of medical marijuana will not be grounds for termination of assistance, unless the use, possession or sale of marijuana:</p> <ul style="list-style-type: none"> • Results in an arrest, or • Threatens the health or safety, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises), or of persons residing in the immediate vicinity of the premises. <p><u>Other Authorized Reasons for Termination of Assistance</u></p> <p>The act of reporting information or providing verifications to the Housing Authority which contradict information or verifications provided to other agencies, institutions, owners or property managers is considered fraudulent in nature and is reason for termination.</p> <p>Section 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS: If the appellant will be represented by an attorney, they must notify RHA within 7 days from the date of the hearing appointment letter so that RHA can arrange to have legal representation. If necessary the hearing may be rescheduled to a later date to accommodate the attorney for RHA.</p> <p>When the hearing officer's decision is to uphold the proposed termination, the date of termination will be 45 days from the date of the hearing decision letter.</p> <p>Section 16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS: If the appellant will be represented by an attorney, they must notify RHA within 7 days from the date of the hearing appointment letter so that RHA can arrange to have legal representation. If necessary the hearing may be rescheduled to a later date to accommodate the attorney for RHA.</p> <p>Copies of PHA Plans may be obtained at the Agency's main office:</p> <p>Roseville Housing Authority 311 Vernon Street Roseville, CA 95678</p> <p>5-Year and Annual PHA Plans are also available on the website at www.roseville.ca.us/hcv</p>	
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable.</p>	
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>	

8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p><i>As identified in our Consolidated Plan, more than 75 percent of extremely low and very low income renters are experiencing housing problems and more than half of all low income renters are experiencing housing problems. Except for the newer affordable units secured through Affordable Housing Development Agreements, the most affordable housing in Roseville is the older housing stock. Based on the high percentage of housing problems among these income categories, and recognizing these lower income households are at risk of becoming homeless, the City of Roseville has assigned a high priority to the housing needs of these income groups. The most significant obstacle to meeting the underserved rental housing needs of the extremely low, very low and low income households will be securing the subsidies required given limited resources and high housing costs.</i></p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <ul style="list-style-type: none"> Roseville Housing Authority will continue to adhere to the HUD regulation specifying that not less than 75% of the families admitted to the housing authority's HCV Program during the fiscal year from our waiting list will be extremely low income families. Roseville Housing Authority will continue to make it a priority to assist new and on-going owners throughout the Cities of Roseville and Rocklin when they need assistance and information about the Housing Choice Voucher Program. The Roseville Housing Authority will continue to encourage property owners to provide available unit information for Housing Choice Voucher holders that are searching for a rental unit. Roseville Housing Authority will also apply for additional HCV vouchers as they become available and pursue housing resources available in the community other than the HCV Program.
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p><i>The Roseville Housing Authority has effectively administered Housing Choice Voucher rental assistance funds by monthly reviewing available funds and lease-up to determine further leasing strategy. This has resulted in utilizing the full budget authority for the last five years in addition to using additional reserves. This maximized the number of households that can be served. We consistently provide a high level of customer service. This is evidenced, in part, by our practice of giving out our direct lines to owners and participants, and when unable to answer the call personally, return the call no later than the next business day. We have had a number of FSS participants graduate successfully during the last five years. During the last five years, ten people have successfully completed the FSS Program. Of those 10 people, 4 people no longer needed rental assistance (3 families bought houses and 1 family got a full time job with the State of CA).</i></p> <p><i>Roseville Housing Authority successfully applied for and received 75 NED vouchers and 10 VASH vouchers. We have continued to work hard to retain owners and attract new owners to the program. During the last five years over 40 new owners began participating in the HCV Program.</i></p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p><i>Changes to the PHA admission or waiting list policies would be considered a substantial deviation and significant amendment to the PHA Plan requiring a public hearing</i></p> <p>(c) n/a</p>

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)
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Attachment to Form HUD-50075

11.0 (f) Resident Advisory Board (RAB) Comments

The Roseville Housing Authority's Resident Advisory Board reviewed proposed changes to the Administrative Plan and made the following comments:

Section 3-I.M. LIVE-IN AIDE

RHA will not approve a particular person as a live-in aide if the requested live-in aide was previously a member of the family (while the family was receiving assistance). The requested live-in aide must have established their own residence for at least two years before they may be considered as a live-in aide.

- No comments received

Section 3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

RHA will deny assistance to an applicant if:

The act of reporting information or providing verifications to the Housing Authority which contradict information or verifications provided to other agencies, institutions, owners or property managers is considered fraudulent in nature and is reason for denial of assistance.

Any family member was part of an assisted family that had their rental assistance terminated for violations of family obligations within the past 12 months (3 years for violent or drug related activity).

Comments:

- It was agreed that requiring at least one year to pass before being able to receive assistance for terminations other than drug and violent criminal activity sounded reasonable. They felt that some other housing authorities are using the same restrictions, so it seemed consistent with what appears to be the norm.
- One member commented that requiring at least one year to pass before being able to receive assistance for terminations other than drug and violent criminal activity made sense. The reason for agreeing is that it doesn't make sense to allow violations of Housing Authority rules to pass without some kind of consequences.

Section 4-III.B. SELECTION AND HCV FUNDING SOURCES

RHA administers HUD's Rental Assistance for Non-Elderly Persons with Disabilities (NED) Program and Veterans Affairs Supportive Housing (VASH) program.

Comments:

- The members thought the VASH vouchers are a good idea, that veterans are very worthy and that it is good news for veterans.

Section 7-II.A. VERIFICATION OF LEGAL IDENTITY

Acceptable forms of verification of legal identity for adults include current, valid driver's license or DMV identification card, or a valid US passport.

- No comments received

Section 8-II.A. THE INSPECTION PROCESS OVERVIEW

RHA will consider the family to have violated its obligation to make the unit available for inspection if the inspectors are refused entrance at the time of a scheduled inspection. This will result in proposal of termination of the family's assistance in accordance with Chapter 12.

Comment:

- It was felt that this is a reasonable policy.

Section 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

For participants with valid state-authorized medical marijuana identification cards (MMIC), or other legally verifiable use of medical marijuana, possession or use of medical marijuana will not be grounds for termination of assistance, unless the use, possession or sale of marijuana:

Results in an arrest.

Threatens the health or safety, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises), or of persons residing in the immediate vicinity of the premises.

Comments:

- It was recognized that there are times for valid use of medical marijuana. Some spoke in favor of the policy since medical marijuana is legal in California. The wording sounded good that is in the medical marijuana policy about "...Threatens the health or safety or the right to peaceful enjoyment".

Other Authorized Reasons for Termination of Assistance

The act of reporting information or providing verifications to the Housing Authority which contradict information or verifications provided to other agencies, institutions, owners or property managers is considered fraudulent in nature and is reason for termination.

Comment:

- It was commented that this made sense.

Section 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS

If the appellant will be represented by an attorney, they must notify RHA within 7 days from the date of the hearing appointment letter so that RHA can arrange to have legal representation. If necessary the hearing may be rescheduled to a later date to accommodate the attorney for RHA.

When the hearing officer's decision is to uphold the proposed termination, the date of termination will be 45 days from the date of the hearing decision letter.

Comment:

- This sounded reasonable to the board.

Section 16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

If the appellant will be represented by an attorney, they must notify RHA within 7 days from the date of the hearing appointment letter so that RHA can arrange to have legal representation. If necessary the hearing may be rescheduled to a later date to accommodate the attorney for RHA.

- No comments received

There were no challenges to any elements of the PHA Plan.

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011
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**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the x 5-Year and/or x Annual PHA Plan for the PHA fiscal year beginning July 1, 2015, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Roseville Housing Authority
PHA Name

CA128
PHA Number/HA Code

☒ 5-Year PHA Plan for Fiscal Years 2015 - 2020

☒ Annual PHA Plan for Fiscal Years 2015 - 2016

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Ray Kerridge	Title Executive Director, Roseville Housing Authority
Signature	Date



COUNCIL COMMUNICATION

6695

City Clerk Use Only

DATE: February 26, 2015**TITLE:** Resolution Ordering Abatement of all Weeds, Rubbish and Rank Growths**CONTACT:** Jason Rizzi / ext. 5802 / jrizzi@roseville.ca.us

Meeting Date: March 18, 2015

SUMMARY RECOMMENDATION

To initiate the 2015 Weed Abatement Program staff recommends Council adopt the attached resolution overruling all objections to the proposed abatement of all weeds, rubbish, dirt and/or rank growth, as well as ordering the Fire Chief to abate or cause to be abated, the subject nuisances within the City of Roseville in accordance with the law.

BACKGROUND

On March 4, 2015, the City Council approved a resolution declaring all weeds, rubbish, dirt and/or rank growths a public nuisance. It also set the date, time and place for the required public hearing. The hearing is set for the City Council meeting on March 18, 2015. The attached resolution is the second and final step necessary to initiate the 2015 Weed Abatement Program.


FISCAL IMPACT

Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject property and the monies owed are reimbursed through the property tax collection process.

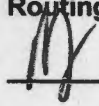
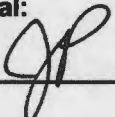
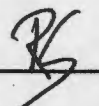
ECONOMIC DEVELOPMENT/JOBS CREATED

Not Applicable

AGENDA ITEM

10.2 

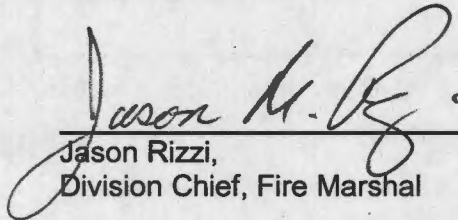
Routing Approval:

 ASD  ACM  ATTY

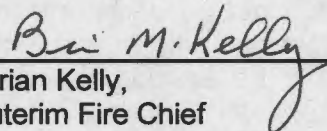
ENVIRONMENTAL REVIEW

The Weed Abatement Program involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,




Jason Rizzi,
Division Chief, Fire Marshal



Brian Kelly,
Interim Fire Chief

APPROVED:



Ray Kerridge
City Manager

RESOLUTION NO. 15-89

**ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND
RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL
OBJECTIONS THERETO**

WHEREAS, on March 4, 2015, the Council of the City of Roseville, adopted Resolution No. _____, declaring all weeds, dirt, rubbish and rank growths within the City of Roseville to be a public nuisance and setting a time and place for hearing any objections to the proposed destruction or removal of such weeds, dirt, rubbish and rank growths; and

WHEREAS, said public hearing was held on March 18, 2015, at which time all property owners having objections to the proposed abatement of the nuisance were given an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. Any and all objections to the proposed abatement of the nuisance in Resolution No. _____, Adopted March 4, 2015, are hereby overruled.
2. The Fire Chief is hereby ordered to abate, or cause to be abated, the nuisance by having all weeds, dirt, rubbish and rank growths within the City of Roseville removed in accordance with the law.

PASSED AND ADOPTED by the Council of the City of Roseville this
by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

Weed Abatement 2015 - List of Parcels

Address	APN	Address	APN
1933 ACKLETON WY	455-150-030-000	1110 ATLANTIC ST	015-120-009-000
2750 ALEXANDRA DR	455-010-047-000	1150 ATLANTIC ST	015-120-012-000
2750 ALEXANDRA DR	455-010-048-000	1150 ATLANTIC ST	015-150-017-000
2800 ALEXANDRA DR	455-230-017-000	1200 ATLANTIC ST	015-150-006-000
532 ALOLA ST	013-053-009-000	1876 ATWELL ST	483-200-048-000
335 ALTA VISTA AV	011-172-007-000	8650 AUBURN BL	471-080-003-000
625 ALTA VISTA AV	011-181-006-000	3073 AUTUMN LEAVES DR	492-170-001-000
320 AMBER FIELDS CT	483-341-033-000	3081 AUTUMN LEAVES DR	492-170-051-000
211 AMBERWOOD RD	012-010-022-000	1509 AVANTI DR	459-070-001-000
140 AMBRIDGE CT	483-290-054-000	1533 AVANTI DR	459-070-004-000
1055 AMINGTON DR	490-360-003-000	1541 AVANTI DR	459-070-005-000
1095 AMINGTON DR	017-151-022-000	2033 AVIGNON LN	482-450-022-000
105 ANDALUSIAN WY	362-010-052-000	2048 AVIGNON LN	482-450-033-000
100 ANDERSON CT	012-046-045-000	2056 AVIGNON LN	482-450-034-000
116 ANDERSON CT	012-046-043-000	329½ B ST	014-033-024-000
117 ANDERSON CT	012-046-042-000	1887 BALBOA DR	469-100-046-000
2302 ANGUS RD	492-170-046-000	629 BARCELONA CT	484-070-043-000
2310 ANGUS RD	492-170-045-000	120 BARJO AL	014-102-022-000
2318 ANGUS RD	492-170-044-000	130 BARJO AL	014-102-023-000
2326 ANGUS RD	492-170-043-000	6000 BARNSIDE PL	492-170-037-000
2388 ANGUS RD	492-170-005-000	6001 BARNSIDE PL	492-170-038-000
2396 ANGUS RD	492-170-053-000	6008 BARNSIDE PL	492-170-036-000
2404 ANGUS RD	492-170-052-000	6009 BARNSIDE PL	492-170-054-000
1261 ANTELOPE CREEK DR	015-166-015-000	6016 BARNSIDE PL	492-170-035-000
1270 ANTELOPE CREEK DR	015-166-005-000	6017 BARNSIDE PL	492-170-055-000
1271 ANTELOPE CREEK DR	015-166-014-000	6024 BARNSIDE PL	492-170-034-000
1274 ANTELOPE CREEK DR	015-166-007-000	6025 BARNSIDE PL	492-170-041-000
1276 ANTELOPE CREEK DR	015-166-006-000	6032 BARNSIDE PL	492-170-033-000
1281 ANTELOPE CREEK DR	015-166-016-000	6033 BARNSIDE PL	492-170-042-000
1291 ANTELOPE CREEK DR	015-166-013-000	300 BARRYMORE CT	<null>
1298 ANTELOPE CREEK DR	015-166-009-000	301 BARRYMORE CT	<null>
2112 APPERSETT LP	490-280-055-000	308 BARRYMORE CT	<null>
7148 ARTISAN CI	357-010-036-000	309 BARRYMORE CT	<null>
2056 ASHBURY LN	490-280-033-000	316 BARRYMORE CT	<null>
5075 ASHLEY WOODS DR	464-050-018-000	317 BARRYMORE CT	<null>
5144 ASHLEY WOODS DR	464-040-033-000	324 BARRYMORE CT	<null>
5145 ASHLEY WOODS DR	464-040-034-000	325 BARRYMORE CT	<null>
7500 ASTAIRE WY	<null>	5000 BASELINE RD	017-151-029-000
7508 ASTAIRE WY	<null>	5400 BASELINE RD	017-151-027-000
7516 ASTAIRE WY	<null>	5500 BASELINE RD	017-151-026-000
7524 ASTAIRE WY	<null>	5700 BASELINE RD	017-151-046-000
7532 ASTAIRE WY	<null>	6100 BASELINE RD	017-151-046-000
7540 ASTAIRE WY	<null>	6300 BASELINE RD	017-151-044-000
7548 ASTAIRE WY	<null>	6360 BASELINE RD	017-151-010-000
7556 ASTAIRE WY	<null>	6400 BASELINE RD	017-151-035-000
8000 ATKINSON ST	473-180-011-000	301 BASSILICA CT	484-190-038-000
9100 ATKINSON ST	473-070-015-000	309 BASSILICA CT	484-190-037-000
1020 ATLANTIC ST	015-120-003-000	3000 BEARDSLEY WY	455-290-025-000
1050 ATLANTIC ST	015-120-019-000	3001 BEARDSLEY WY	455-290-026-000

Address	APN	Address	APN
3009 BEARDSLEY WY	455-290-027-000	100 BOGART CT	<null>
3016 BEARDSLEY WY	455-290-024-000	101 BOGART CT	<null>
3017 BEARDSLEY WY	455-290-028-000	108 BOGART CT	<null>
3022 BEARDSLEY WY	455-290-023-000	109 BOGART CT	<null>
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3033 BEARDSLEY WY	455-290-030-000	117 BOGART CT	<null>
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3041 BEARDSLEY WY	455-290-031-000	125 BOGART CT	<null>
3048 BEARDSLEY WY	455-290-021-000	132 BOGART CT	<null>
3049 BEARDSLEY WY	455-290-032-000	133 BOGART CT	<null>
3056 BEARDSLEY WY	455-290-020-000	140 BOGART CT	<null>
3057 BEARDSLEY WY	455-290-033-000	141 BOGART CT	<null>
3064 BEARDSLEY WY	455-290-019-000	148 BOGART CT	<null>
152 BEATRICE CT	455-180-049-000	149 BOGART CT	<null>
325 BEATTY CT	473-160-006-000	156 BOGART CT	<null>
2044 BEATTY WY	473-170-047-000	2000 BOGART WY	<null>
7576 BELLE ROSE CI	357-051-039-000	2001 BOGART WY	<null>
2420 BENT TREE DR	482-100-031-000	2009 BOGART WY	<null>
505 BERRY ST	015-100-031-000	2017 BOGART WY	<null>
601 BERRY ST	015-100-057-000	520 BONITA ST	014-152-004-000
141 BIRCH ST	012-144-005-000	200 BONNY KNOLL RD	014-120-010-000
100 BLAZING STAR CT	456-320-010-000	1301 BOOTH RD	473-180-012-000
101 BLAZING STAR CT	456-320-001-000	1615 BOOTH RD	473-080-013-000
108 BLAZING STAR CT	456-320-009-000	1800 BOOTH RD	474-110-001-000
109 BLAZING STAR CT	456-320-002-000	1800 BOOTH RD	474-110-002-000
1801 BLUE JAY DR	469-090-059-000	1800 BOOTH RD	474-110-003-000
1370 BLUE OAKS BL	017-250-032-000	1760 BOTTLEBRUSH CI	483-330-046-000
1431 BLUE OAKS BL	017-230-065-000	1765 BRAITHWAITE ST	483-190-072-000
1451 BLUE OAKS BL	017-230-066-000	100 BRIARTHORNE CT	492-130-044-000
1485 BLUE OAKS BL	017-230-059-000	101 BRIARTHORNE CT	492-130-050-000
1731 BLUE OAKS BL	017-116-001-000	108 BRIARTHORNE CT	492-130-045-000
1745 BLUE OAKS BL	017-116-002-000	116 BRIARTHORNE CT	492-130-046-000
1780 BLUE OAKS BL	017-117-051-000	125 BRIARTHORNE CT	492-130-047-000
1790 BLUE OAKS BL	017-117-050-000	4151 BRICK MASON CI	492-010-029-000
1900 BLUE OAKS BL	017-117-047-000	4272 BRICK MASON CI	492-080-024-000
1950 BLUE OAKS BL	017-117-046-000	212 BRIDGESIDE CT	482-360-017-000
2150 BLUE OAKS BL	017-101-036-000	1001 BROKEN SPOKE LN	492-140-001-000
2151 BLUE OAKS BL	017-101-038-000	1009 BROKEN SPOKE LN	492-140-002-000
2251 BLUE OAKS BL	492-010-023-000	1017 BROKEN SPOKE LN	492-140-003-000
4201 BOB DOYLE DR	490-372-049-000	1032 BROKEN SPOKE LN	492-150-012-000
4209 BOB DOYLE DR	490-372-050-000	1040 BROKEN SPOKE LN	492-150-011-000
4217 BOB DOYLE DR	490-372-051-000	1048 BROKEN SPOKE LN	492-150-010-000
4225 BOB DOYLE DR	490-372-052-000	1056 BROKEN SPOKE LN	492-150-009-000
4233 BOB DOYLE DR	490-372-053-000	1064 BROKEN SPOKE LN	492-150-008-000
4241 BOB DOYLE DR	490-372-054-000	1072 BROKEN SPOKE LN	492-150-007-000
4249 BOB DOYLE DR	490-372-055-000	1080 BROKEN SPOKE LN	492-150-006-000
4257 BOB DOYLE DR	490-372-056-000	1088 BROKEN SPOKE LN	492-150-005-000
4265 BOB DOYLE DR	490-372-057-000	4251 BROOKSTONE DR	496-020-022-000
4289 BOB DOYLE DR	490-371-011-000	4375 BROOKSTONE DR	496-020-024-000
4297 BOB DOYLE DR	490-371-012-000	4400 BROOKSTONE DR	496-020-028-000
4305 BOB DOYLE DR	490-371-013-000	4401 BROOKSTONE DR	496-020-017-000
4498 BOB DOYLE DR	490-050-063-000	4451 BROOKSTONE DR	496-020-016-000

Address	APN	Address	APN
4500 BROOKSTONE DR	496-020-025-000	2040 CAPRI DR	459-070-047-000
4551 BROOKSTONE DR	496-020-026-000	2121 CAPRI DR	459-080-001-000
130 BROOKVIEW ST	013-075-013-000	2129 CAPRI DR	459-080-002-000
100 BULIAN DR	014-152-012-000	2137 CAPRI DR	459-080-003-000
100 BULIAN DR	014-161-021-000	2145 CAPRI DR	459-080-004-000
1000 CABRIS LN	482-380-043-000	2153 CAPRI DR	459-080-005-000
1008 CABRIS LN	482-380-042-000	2161 CAPRI DR	459-080-006-000
1016 CABRIS LN	482-380-050-000	2169 CAPRI DR	459-080-007-000
1024 CABRIS LN	482-380-049-000	2857 CARRADALE DR	455-010-034-000
1032 CABRIS LN	482-380-048-000	2100 CASTLE PINES WY	496-110-032-000
100 CACTUS CT	492-140-010-000	2101 CASTLE PINES WY	496-110-033-000
101 CACTUS CT	492-140-004-000	2108 CASTLE PINES WY	496-110-031-000
108 CACTUS CT	492-140-009-000	2109 CASTLE PINES WY	496-110-034-000
109 CACTUS CT	492-140-005-000	2116 CASTLE PINES WY	496-110-030-000
116 CACTUS CT	492-140-008-000	2117 CASTLE PINES WY	496-110-035-000
117 CACTUS CT	492-140-006-000	2124 CASTLE PINES WY	496-110-029-000
124 CACTUS CT	492-140-007-000	2125 CASTLE PINES WY	496-110-036-000
708 CADENCE CT	<null>	2132 CASTLE PINES WY	496-110-028-000
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1729 CALABRIA WY	484-050-034-000	2148 CASTLE PINES WY	496-110-026-000
1729 CALABRIA WY	484-070-042-000	2149 CASTLE PINES WY	496-110-039-000
1709 CAMINO REAL WY	483-363-014-000	2156 CASTLE PINES WY	496-110-025-000
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1725 CAMINO REAL WY	483-363-016-000	2164 CASTLE PINES WY	496-110-024-000
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1981 CAMINO REAL WY	483-363-033-000	2188 CASTLE PINES WY	496-110-021-000
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2020 CAMINO REAL WY	483-361-015-000	2212 CASTLE PINES WY	496-110-018-000
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2157 CAMINO REAL WY	483-363-050-000	2316 CASTLE PINES WY	496-110-005-000
2165 CAMINO REAL WY	483-363-051-000	2317 CASTLE PINES WY	496-110-048-000
5252 CAMPCREEK LP	478-320-037-000	2324 CASTLE PINES WY	496-110-004-000
305 CAMPO ST	011-182-010-000	2325 CASTLE PINES WY	496-110-049-000
1303 CANEVARI DR	477-280-034-000	2332 CASTLE PINES WY	496-110-003-000
2016 CAPRI DR	459-070-044-000	2333 CASTLE PINES WY	496-110-050-000
2017 CAPRI DR	459-070-040-000	2341 CASTLE PINES WY	496-110-051-000
2024 CAPRI DR	459-070-045-000	2348 CASTLE PINES WY	496-110-002-000
2025 CAPRI DR	459-070-041-000	2349 CASTLE PINES WY	496-110-052-000
2032 CAPRI DR	459-070-046-000	2356 CASTLE PINES WY	496-110-001-000

Address	APN	Address	APN
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2364 CASTLE PINES WY	496-120-038-000	2017 CATTLEDRIIVE WY	492-150-019-000
2365 CASTLE PINES WY	496-110-054-000	2024 CATTLEDRIIVE WY	492-150-037-000
2373 CASTLE PINES WY	496-110-055-000	2025 CATTLEDRIIVE WY	492-150-020-000
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7137 CASTLE ROCK WY	496-160-025-000	3025 CHANDLER AV	496-040-035-000
7145 CASTLE ROCK WY	496-160-024-000	450 CHANTILLY CT	363-030-033-000
7153 CASTLE ROCK WY	496-160-023-000	118 CHIP SHOT WY	363-030-031-000
7161 CASTLE ROCK WY	496-160-022-000	119 CHIP SHOT WY	363-030-068-000
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7225 CASTLE ROCK WY	496-150-023-000	4032 CHUCKWAGON WY	492-190-013-000
2001 CATTLEDRIIVE WY	492-150-017-000	4033 CHUCKWAGON WY	492-190-002-000

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1021 CIRBY WY	471-190-046-000	250 CONFERENCE CENTER DR	363-011-013-000
1828 S CIRBY WY	469-280-009-000	251 CONFERENCE CENTER DR	363-011-014-000
1911 S CIRBY WY	469-370-043-000	290 CONFERENCE CENTER DR	363-011-086-000
1985 S CIRBY WY	469-170-013-000	3655 COPPERLEAF ST	456-320-011-000
2003 N CIRBY WY	469-130-001-000	3662 COPPERLEAF ST	456-320-021-000
2005 N CIRBY WY	469-150-034-000	3663 COPPERLEAF ST	456-320-012-000
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2008 N CIRBY WY	469-130-040-000	3671 COPPERLEAF ST	456-320-013-000
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2010 N CIRBY WY	469-130-029-000	3686 COPPERLEAF ST	456-320-018-000
2011 N CIRBY WY	469-130-004-000	3694 COPPERLEAF ST	456-320-017-000
2012 N CIRBY WY	469-130-030-000	1100 COTTONWOOD DR	469-110-031-000
2014 N CIRBY WY	469-130-031-000	3801 COUNTRY CLUB DR	017-380-013-000
4949 S CIRBY WY	469-230-005-000	3850 COUNTRY CLUB DR	476-250-052-000
4999 S CIRBY WY	467-080-001-510	3851 COUNTRY CLUB DR	017-380-014-000
100 CIRBY HILLS DR	472-370-038-000	4150 CRAWFORD PW	492-010-004-000
123½ CIRCUIT DR	<null>	4250 CRAWFORD PW	492-010-002-000
123 CIRCUIT DR	012-152-022-000	4251 CRAWFORD PW	492-010-002-000
308 CLASSICAL CT	496-060-012-000	4261 CRAWFORD PW	492-010-002-000
2257 CLEARBROOK CI	017-151-030-000	4350 CRAWFORD PW	492-010-002-000
420 CLINTON AV	014-251-019-000	4351 CRAWFORD PW	492-010-002-000
429 CLINTON AV	014-252-019-000	1001 CREEKSIDE RIDGE DR	015-166-057-000
1415 W COLONIAL PW	468-070-001-000	10040 CROCKER RANCH RD	017-117-035-000
1425 W COLONIAL PW	468-130-028-000	10041 CROCKER RANCH RD	017-117-040-000
1430 W COLONIAL PW	468-130-055-000	1620 DANA WY	469-030-003-000
1435 W COLONIAL PW	468-120-001-000	1620 DANA WY	469-030-007-000
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8009 CONCERTO WY	<null>	200 DARLING WY	472-180-015-000
8017 CONCERTO WY	<null>	201 DARLING WY	472-180-011-000
8032 CONCERTO WY	<null>	7031 DEL WEBB BL	017-162-002-000
8033 CONCERTO WY	<null>	1853 DELLA VERONA DR	484-190-053-000

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3041 DEMARTINI DR	455-250-005-000	196 DIAMOND OAKS RD	015-020-014-000
3072 DEMARTINI DR	455-250-013-000	450 DIAMOND OAKS RD	015-360-022-000
100 DEMPSEY CT	455-290-004-000	550 DIAMOND OAKS RD	363-011-054-000
101 DEMPSEY CT	455-290-034-000	551 DIAMOND OAKS RD	363-011-058-000
104 DEMPSEY CT	455-290-036-000	1823 DISCOVERY DR	476-270-039-000
108 DEMPSEY CT	455-290-003-000	1835 DISCOVERY DR	476-270-040-000
116 DEMPSEY CT	455-290-002-000	1000 DOLCE LN	459-090-057-000
124 DEMPSEY CT	455-290-001-000	1025 DOLCE LN	459-090-052-000
125 DEMPSEY CT	455-010-050-000	1033 DOLCE LN	459-090-051-000
132 DEMPSEY CT	455-280-008-000	1041 DOLCE LN	459-090-050-000
140 DEMPSEY CT	455-280-007-000	2232 DORRINGTON DR	455-010-040-000
148 DEMPSEY CT	455-280-006-000	502 DOUGLAS BL	014-102-028-000
149 DEMPSEY CT	455-010-049-000	906 DOUGLAS BL	014-113-049-000
156 DEMPSEY CT	455-280-005-000	1017 DOUGLAS BL	013-194-027-000
164 DEMPSEY CT	455-280-004-000	1600 DOUGLAS BL	014-450-041-000
172 DEMPSEY CT	455-280-003-000	1600 DOUGLAS BL	014-450-053-000
180 DEMPSEY CT	455-280-002-000	1905 DOUGLAS BL	048-010-080-000
188 DEMPSEY CT	455-280-001-000	2130 DOUGLAS BL	048-420-013-000
196 DEMPSEY CT	455-280-009-000	2960 DOUGLAS BL	048-171-040-000
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5541 ENSEMBLE WY	496-090-035-000	435 FIFTH ST	014-061-039-000
5548 ENSEMBLE WY	496-090-023-000	115 FIG ST	012-171-022-000
5549 ENSEMBLE WY	496-090-036-000	213 FIG ST	012-162-009-000
5556 ENSEMBLE WY	496-090-022-000	216 FIG ST	012-134-017-000
5557 ENSEMBLE WY	496-090-037-000	246 FIG ST	012-134-031-000
5564 ENSEMBLE WY	496-090-021-000	5751 FIVE STAR BL	356-010-002-000
5565 ENSEMBLE WY	496-090-038-000	2297 FLAGSTAFF WY	496-040-038-000
5572 ENSEMBLE WY	496-090-020-000	2305 FLAGSTAFF WY	496-040-039-000
5573 ENSEMBLE WY	496-090-039-000	2312 FLAGSTAFF WY	496-040-083-000
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1661 ESKATON LP	<null>	2320 FLAGSTAFF WY	496-040-082-000
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1310 EUREKA RD	048-451-010-000	2328 FLAGSTAFF WY	496-040-081-000
1320 EUREKA RD	048-451-008-000	2329 FLAGSTAFF WY	496-040-042-000
1401 EUREKA RD	048-460-041-000	2336 FLAGSTAFF WY	496-040-080-000
1513 EUREKA RD	048-010-070-000	2337 FLAGSTAFF WY	496-040-043-000
1730 EUREKA RD	457-070-005-000	2345 FLAGSTAFF WY	496-040-044-000
1791 EUREKA RD	048-171-039-000	2368 FLAGSTAFF WY	496-040-079-000
1901 EUREKA RD	048-171-042-000	2369 FLAGSTAFF WY	496-040-047-000
3323 EUROPA ST	048-021-029-000	2376 FLAGSTAFF WY	496-040-078-000
345 EVELYN AV	013-221-025-000	2377 FLAGSTAFF WY	496-040-048-000
345 EVELYN AV	013-221-026-000	2385 FLAGSTAFF WY	496-040-049-000
9500 FAIRWAY DR	358-160-013-000	101 FOLSOM RD	013-075-010-000
10125 FAIRWAY DR	017-123-042-000	101 FOLSOM RD	013-075-011-000
10435 FAIRWAY DR	017-123-020-000	109 FOLSOM RD	013-081-005-000
10501 FAIRWAY DR	017-123-013-000	160 FOLSOM RD	013-101-022-000
10521 FAIRWAY DR	357-150-005-000	4051 FOOTHILLS BL	475-050-019-000
10537 FAIRWAY DR	357-150-012-000	5010 FOOTHILLS BL	476-190-005-000
10553 FAIRWAY DR	357-150-011-000	5100 FOOTHILLS BL	017-380-011-000
10561 FAIRWAY DR	357-150-010-000	6501 FOOTHILLS BL	477-210-024-000
10577 FAIRWAY DR	357-150-009-000	8200 FOOTHILLS BL	017-230-062-000
508 FELTON CT	476-360-044-000	8200 FOOTHILLS BL	017-230-063-000
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4851 FIDDYMENT RD	492-010-018-000	10019 FOOTHILLS BL	017-250-010-510
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5000 FIDDYMENT RD	492-010-015-000	10100 FOOTHILLS BL	017-250-075-000
5100 FIDDYMENT RD	492-010-005-000	10150 FOOTHILLS BL	017-250-076-000
5118 FIDDYMENT RD	492-010-020-000	10151 FOOTHILLS BL	017-250-006-510
5120 FIDDYMENT RD	492-010-003-000	10191 FOOTHILLS BL	485-080-005-000
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8184 FORT COLLINS WY	496-160-013-000	6088 GARLAND WY	496-180-017-000
8192 FORT COLLINS WY	496-160-014-000	6101 GARLAND WY	496-020-020-000
8200 FORT COLLINS WY	496-160-015-000	6104 GARLAND WY	496-140-027-000
8201 FORT COLLINS WY	496-160-010-000	6112 GARLAND WY	496-140-026-000
8208 FORT COLLINS WY	496-160-016-000	6120 GARLAND WY	496-140-025-000
8209 FORT COLLINS WY	496-160-009-000	6128 GARLAND WY	496-140-024-000
8216 FORT COLLINS WY	496-160-017-000	6129 GARLAND WY	496-140-028-000
8217 FORT COLLINS WY	496-160-008-000	6136 GARLAND WY	496-140-023-000
8224 FORT COLLINS WY	496-160-018-000	6137 GARLAND WY	496-140-029-000
8225 FORT COLLINS WY	496-160-007-000	6144 GARLAND WY	496-140-022-000
8232 FORT COLLINS WY	496-150-018-000	6145 GARLAND WY	496-140-030-000
8233 FORT COLLINS WY	496-150-017-000	6152 GARLAND WY	496-140-021-000
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8321 FORT COLLINS WY	496-150-007-000	6192 GARLAND WY	496-140-016-000
8329 FORT COLLINS WY	496-150-006-000	6193 GARLAND WY	496-140-036-000
109 FRANKLIN ST	014-112-018-000	6200 GARLAND WY	496-140-015-000
1225 FUHRMAN WY	476-250-055-000	6201 GARLAND WY	496-140-037-000
1251 FUHRMAN WY	476-250-054-000	6208 GARLAND WY	496-140-014-000
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6281 GARLAND WY	<null>	260 S HARDING BL	014-183-029-000
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6321 GARLAND WY	<null>	650 HARDING BL	015-120-014-000
6329 GARLAND WY	<null>	4000 HAVILLAND WY	496-180-007-000
6337 GARLAND WY	<null>	4056 HAVILLAND WY	496-170-012-000
6345 GARLAND WY	<null>	4064 HAVILLAND WY	496-170-011-000
6353 GARLAND WY	<null>	4065 HAVILLAND WY	496-170-020-000
6361 GARLAND WY	<null>	4072 HAVILLAND WY	496-170-010-000
200 GIBSON DR	361-230-010-000	4073 HAVILLAND WY	496-170-021-000
234 GIBSON DR	361-230-007-000	4080 HAVILLAND WY	496-170-009-000
238 GIBSON DR	361-230-006-000	4081 HAVILLAND WY	496-170-022-000
242 GIBSON DR	361-230-005-000	4088 HAVILLAND WY	496-170-008-000
246 GIBSON DR	361-230-004-000	4096 HAVILLAND WY	496-170-007-000
250 GIBSON DR	361-230-003-000	4104 HAVILLAND WY	496-170-006-000
254 GIBSON DR	361-230-008-000	4112 HAVILLAND WY	496-170-005-000
262 GIBSON DR	361-230-009-000	4113 HAVILLAND WY	496-170-023-000
540 GIBSON DR	363-011-007-000	4120 HAVILLAND WY	496-170-004-000
556 GIBSON DR	363-011-005-000	4121 HAVILLAND WY	496-170-024-000
564 GIBSON DR	363-011-003-000	4128 HAVILLAND WY	496-170-003-000
572 GIBSON DR	363-011-004-000	4129 HAVILLAND WY	496-170-025-000
580 GIBSON DR	363-011-002-000	4136 HAVILLAND WY	496-170-002-000
129 GLENWOOD CI	015-500-040-000	4137 HAVILLAND WY	496-170-026-000
144 GLENWOOD CI	015-500-051-000	4144 HAVILLAND WY	496-170-001-000
152 GLENWOOD CI	015-500-055-000	4145 HAVILLAND WY	496-170-027-000
186 GLENWOOD CI	015-500-043-000	4153 HAVILLAND WY	496-170-028-000
3008 GOODNIGHT TRAIL DR	492-200-011-000	4161 HAVILLAND WY	496-130-009-000
3009 GOODNIGHT TRAIL DR	492-200-016-000	4168 HAVILLAND WY	496-130-008-000
3016 GOODNIGHT TRAIL DR	492-200-012-000	4169 HAVILLAND WY	496-130-010-000
3017 GOODNIGHT TRAIL DR	492-200-015-000	4176 HAVILLAND WY	496-130-007-000
3024 GOODNIGHT TRAIL DR	492-200-013-000	4177 HAVILLAND WY	496-130-011-000
3025 GOODNIGHT TRAIL DR	492-200-014-000	4184 HAVILLAND WY	496-130-006-000
225 GRAMPIAN CT	455-220-022-000	4185 HAVILLAND WY	496-130-012-000
1304 GRAND JUNCTION WY	496-120-039-000	4193 HAVILLAND WY	496-130-013-000
1312 GRAND JUNCTION WY	496-120-040-000	4200 HAVILLAND WY	496-130-005-000
1320 GRAND JUNCTION WY	496-120-041-000	4201 HAVILLAND WY	496-130-014-000
1328 GRAND JUNCTION WY	496-120-042-000	4208 HAVILLAND WY	496-130-004-000
1401 GRAND JUNCTION WY	496-020-029-000	4209 HAVILLAND WY	496-130-015-000
125 GRAPE ST	012-185-029-000	4216 HAVILLAND WY	496-130-003-000
5126 GREEN GROVE LN	478-320-038-000	4217 HAVILLAND WY	496-130-016-000
2008 HACIENDA DR	492-210-019-000	4225 HAVILLAND WY	496-130-017-000
2009 HACIENDA DR	492-210-026-000	2251 HAYDEN PW	017-101-041-000
2016 HACIENDA DR	492-210-020-000	2351 HAYDEN PW	017-101-031-000
2017 HACIENDA DR	492-210-025-000	2401 HAYDEN PW	017-101-034-000
2024 HACIENDA DR	492-210-021-000	2551 HAYDEN PW	492-010-034-000

Address	APN	Address	APN
2700 N HAYDEN PW	492-010-002-000	5481 HOLT PW	492-010-033-000
2701 N HAYDEN PW	492-010-033-000	2000 HONEY CHURCH PL	490-371-035-000
2800 N HAYDEN PW	492-010-002-000	2008 HONEY CHURCH PL	490-371-036-000
2801 N HAYDEN PW	492-010-033-000	2016 HONEY CHURCH PL	490-371-037-000
2891 N HAYDEN PW	492-010-033-000	2024 HONEY CHURCH PL	490-371-038-000
3000 N HAYDEN PW	492-010-002-000	2032 HONEY CHURCH PL	490-371-039-000
3001 N HAYDEN PW	492-010-033-000	124 HORNBY CT	490-350-045-000
3011 N HAYDEN PW	492-010-033-000	1656 HUMMINGBIRD WY	483-250-040-000
3025 N HAYDEN PW	492-010-033-000	1657 HUMMINGBIRD WY	483-250-041-000
3051 N HAYDEN PW	492-010-033-000	1620 HUNTINGTON DR	048-320-001-000
3100 N HAYDEN PW	492-010-002-000	1621 HUNTINGTON DR	048-242-023-000
3150 N HAYDEN PW	492-010-002-000	1621 HUNTINGTON DR	048-320-055-000
3200 N HAYDEN PW	492-010-002-000	1650 HUNTINGTON DR	048-260-030-000
3221 N HAYDEN PW	492-010-033-000	2200 HURST WY	469-200-002-000
3241 N HAYDEN PW	492-010-033-000	2202 HURST WY	469-200-003-000
3350 N HAYDEN PW	492-010-021-000	2203 HURST WY	469-200-024-000
4000 HAYSTACK WY	492-160-048-000	2204 HURST WY	469-200-004-000
4001 HAYSTACK WY	492-160-025-000	2206 HURST WY	469-200-005-000
4008 HAYSTACK WY	492-160-049-000	2208 HURST WY	469-200-006-000
4009 HAYSTACK WY	492-160-026-000	8025 INDUSTRIAL AV	017-410-068-000
4016 HAYSTACK WY	492-160-043-000	8150 INDUSTRIAL AV	017-410-024-000
4017 HAYSTACK WY	492-160-027-000	8151 INDUSTRIAL AV	017-410-017-000
4024 HAYSTACK WY	492-160-042-000	8300 INDUSTRIAL AV	360-070-002-000
4025 HAYSTACK WY	492-160-028-000	8450 INDUSTRIAL AV	017-113-008-000
4032 HAYSTACK WY	492-160-041-000	8469 INDUSTRIAL AV	360-070-006-000
4033 HAYSTACK WY	492-160-029-000	8473 INDUSTRIAL AV	360-070-005-000
4040 HAYSTACK WY	492-160-040-000	8950 INDUSTRIAL AV	017-113-014-000
4041 HAYSTACK WY	492-160-030-000	10568 INDUSTRIAL AV	485-030-007-000
4048 HAYSTACK WY	492-160-047-000	10572 INDUSTRIAL AV	485-030-009-000
4056 HAYSTACK WY	492-160-046-000	10608 INDUSTRIAL AV	485-030-006-000
4064 HAYSTACK WY	492-160-037-000	10612 INDUSTRIAL AV	485-030-008-000
4072 HAYSTACK WY	492-160-036-000	10616 INDUSTRIAL AV	017-123-004-000
224 HENDERSON CT	473-170-045-000	10651 INDUSTRIAL AV	017-117-012-000
224 HENDERSON CT	473-180-013-000	10700 INDUSTRIAL AV	017-123-003-000
2088 HERITAGE DR	363-120-021-000	10750 INDUSTRIAL AV	017-123-078-000
2300 HERITAGE DR	015-011-010-000	112 IVORY CT	482-360-018-000
2301 HERITAGE DR	015-011-007-000	100 IVY ST	012-184-057-000
650 HERNANDEZ LN	472-200-027-000	104 IVY ST	012-184-056-000
101 HICKORY ST	012-184-010-000	108 IVY ST	012-184-055-000
117 HICKORY ST	012-184-014-000	112 IVY ST	012-184-054-000
137 HICKORY ST	012-184-019-000	116 IVY ST	012-184-053-000
157 HICKORY ST	012-184-024-000	117 IVY ST	012-183-008-000
161 HICKORY ST	012-184-025-000	120 IVY ST	012-184-052-000
165 HICKORY ST	012-184-026-000	124 IVY ST	012-184-051-000
181 HICKORY ST	012-184-030-000	128 IVY ST	012-184-050-000
185 HICKORY ST	012-184-031-000	132 IVY ST	012-184-049-000
189 HICKORY ST	012-184-032-000	136 IVY ST	012-184-048-000
193 HICKORY ST	012-184-033-000	140 IVY ST	012-184-047-000
2401 HIGH SCHOOL RD	017-101-030-000	144 IVY ST	012-184-046-000
935 HIGHLAND POINTE DR	363-020-053-000	148 IVY ST	012-184-045-000
401 HOLBROOK CT	496-040-069-000	152 IVY ST	012-184-044-000
416 HOLBROOK CT	496-040-071-000	156 IVY ST	012-184-043-000

Address	APN	Address	APN
160 IVY ST	012-184-042-000	3001 LAMAR WY	496-120-001-000
164 IVY ST	012-184-041-000	3008 LAMAR WY	496-120-021-000
168 IVY ST	012-184-040-000	3009 LAMAR WY	496-120-002-000
172 IVY ST	012-184-039-000	3016 LAMAR WY	496-120-020-000
176 IVY ST	012-184-038-000	3017 LAMAR WY	496-120-003-000
180 IVY ST	012-184-037-000	3025 LAMAR WY	496-120-004-000
184 IVY ST	012-184-036-000	3032 LAMAR WY	496-120-019-000
188 IVY ST	012-184-035-000	3033 LAMAR WY	496-120-005-000
192 IVY ST	012-184-034-000	3040 LAMAR WY	496-120-018-000
205 W IVY ST	012-183-006-000	3041 LAMAR WY	496-120-006-000
4000 JEROME WY	496-080-031-000	3048 LAMAR WY	496-120-017-000
4008 JEROME WY	496-080-030-000	3049 LAMAR WY	496-120-007-000
4009 JEROME WY	496-080-018-000	3056 LAMAR WY	496-120-016-000
4016 JEROME WY	496-080-029-000	3057 LAMAR WY	496-120-008-000
4017 JEROME WY	496-080-019-000	3065 LAMAR WY	496-120-009-000
4024 JEROME WY	496-080-028-000	3072 LAMAR WY	496-120-015-000
4025 JEROME WY	496-080-020-000	3073 LAMAR WY	496-120-010-000
4032 JEROME WY	496-080-027-000	3080 LAMAR WY	496-120-014-000
4033 JEROME WY	496-080-021-000	3081 LAMAR WY	496-120-011-000
814 JO ANNE LN	472-240-009-000	3088 LAMAR WY	496-120-013-000
814 JO ANNE LN	472-240-010-000	3089 LAMAR WY	496-120-012-000
814 JO ANNE LN	472-240-011-000	2901 LAMPARD WY	455-300-038-000
814 JO ANNE LN	472-360-080-000	2909 LAMPARD WY	455-300-039-000
814 JO ANNE LN	472-360-081-000	2917 LAMPARD WY	455-300-040-000
814 JO ANNE LN	472-360-082-000	2933 LAMPARD WY	455-300-042-000
814 JO ANNE LN	472-360-083-000	2941 LAMPARD WY	455-300-043-000
2001 JOHNSON RANCH DR	457-040-046-000	2949 LAMPARD WY	455-300-044-000
1482 JUNCTION BL	476-210-049-000	2957 LAMPARD WY	455-300-045-000
1520 JUNCTION BL	017-370-018-000	2975 LAMPARD WY	455-300-041-000
2023 KATHERINE PL	015-030-014-000	1208 LAVANDE DR	482-340-043-000
104 KEEHNER AV	014-113-047-000	1216 LAVANDE DR	482-340-044-000
212 KEEHNER AV	014-113-060-000	1224 LAVANDE DR	482-340-045-000
3414 KENNERLEIGH PW	490-280-009-000	1240 LAVANDE DR	482-340-051-000
214 KENROY LN	472-170-004-000	1256 LAVANDE DR	482-340-054-000
1602 KENT PL	048-260-005-000	1257 LAVANDE DR	482-340-081-000
409 KERSEY CT	496-040-013-000	1272 LAVANDE DR	482-340-060-000
420 KERSEY CT	494-010-033-000	1281 LAVANDE DR	482-340-066-000
413 KERWIN CT	476-360-043-000	919 LAWTON AV	015-080-052-000
1111 KIMBERLY CT	471-310-020-000	923 LAWTON AV	015-080-045-000
600 KINDRED LN	014-263-042-000	941 LAWTON AV	015-080-001-000
600 KINDRED LN	014-263-045-000	1411 LAZENBY WY	476-360-045-000
1456 KINGSWOOD DR	477-210-025-000	2011 LENDELL LN	473-100-046-000
1460 KINGSWOOD DR	477-230-041-000	2021 LENDELL LN	473-100-045-000
1612 KIT CARSON WY	048-350-021-000	101 LENNON CT	455-300-025-000
1614 KIT CARSON WY	048-350-015-000	109 LENNON CT	455-300-026-000
1616 KIT CARSON WY	048-350-016-000	117 LENNON CT	455-300-027-000
1618 KIT CARSON WY	048-350-018-000	125 LENNON CT	455-300-028-000
5030 KNIGHTSWOOD WY	466-410-034-000	3000 LENNON DR	455-300-072-000
5041 KNIGHTSWOOD WY	466-410-029-000	3001 LENNON DR	455-300-001-000
315 KRISTOU CT	461-012-080-000	3009 LENNON DR	455-300-002-000
210 KYLA CT	476-200-029-000	3016 LENNON DR	455-300-071-000
3000 LAMAR WY	496-120-022-000	3017 LENNON DR	455-300-003-000

Address	APN	Address	APN
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3025 LENNON DR	455-300-004-000	140 LOST OAK CT	456-160-020-000
3032 LENNON DR	455-300-069-000	173 LOST OAK CT	456-160-014-000
3033 LENNON DR	455-300-005-000	3920 LOWDAN LN	476-240-040-000
3040 LENNON DR	455-300-068-000	3951 LOWDAN LN	476-240-039-000
3041 LENNON DR	455-300-006-000	3960 LOWDAN LN	476-240-041-000
3048 LENNON DR	455-300-067-000	420 LUCIANA CT	455-170-021-000
3049 LENNON DR	455-300-007-000	4097 LUXOR LN	466-300-036-000
3056 LENNON DR	455-300-066-000	812 MACHADO LN	472-210-033-000
3064 LENNON DR	455-300-065-000	850 MACHADO LN	472-210-036-000
3065 LENNON DR	455-300-008-000	850 MACHADO LN	472-360-051-000
3072 LENNON DR	455-300-064-000	320 MACIEL AV	013-040-005-000
3073 LENNON DR	455-300-009-000	5000 MAESTRO WY	496-090-049-000
3080 LENNON DR	455-300-063-000	5008 MAESTRO WY	496-090-048-000
3081 LENNON DR	455-300-010-000	5016 MAESTRO WY	496-090-047-000
3089 LENNON DR	455-300-011-000	5024 MAESTRO WY	496-090-046-000
3097 LENNON DR	455-300-012-000	5025 MAESTRO WY	496-090-004-000
3105 LENNON DR	455-300-013-000	5032 MAESTRO WY	496-090-045-000
3113 LENNON DR	455-300-014-000	5033 MAESTRO WY	496-090-005-000
3120 LENNON DR	455-300-063-000	5040 MAESTRO WY	496-090-044-000
3121 LENNON DR	455-300-015-000	5041 MAESTRO WY	496-090-006-000
3129 LENNON DR	455-300-016-000	5048 MAESTRO WY	496-090-043-000
3137 LENNON DR	455-300-017-000	5049 MAESTRO WY	496-090-007-000
3145 LENNON DR	455-300-018-000	5056 MAESTRO WY	496-090-042-000
3153 LENNON DR	455-300-019-000	5057 MAESTRO WY	496-090-008-000
3161 LENNON DR	455-300-020-000	5064 MAESTRO WY	496-090-041-000
3169 LENNON DR	455-300-021-000	5065 MAESTRO WY	496-090-009-000
3177 LENNON DR	455-300-022-000	5072 MAESTRO WY	496-090-040-000
3185 LENNON DR	455-300-023-000	5073 MAESTRO WY	496-090-010-000
3193 LENNON DR	455-300-024-000	5081 MAESTRO WY	496-090-011-000
60 LINCOLN ST	013-101-016-000	5089 MAESTRO WY	496-090-012-000
400 LINCOLN ST	011-147-011-000	5097 MAESTRO WY	496-090-013-000
416 LINCOLN ST	011-147-008-000	5105 MAESTRO WY	496-090-014-000
420 LINCOLN ST	011-147-007-000	5113 MAESTRO WY	496-090-015-000
510 LINCOLN ST	011-147-014-000	5121 MAESTRO WY	496-090-016-000
801 LINCOLN ST	011-063-004-000	5129 MAESTRO WY	496-090-017-000
825 LINCOLN ST	011-063-002-000	5137 MAESTRO WY	496-090-018-000
845 LINCOLN ST	011-063-005-000	5145 MAESTRO WY	496-090-019-000
115 LINDA DR	013-101-014-000	5153 MAESTRO WY	496-090-060-000
6015 LOCKRIDGE DR	464-040-032-000	5161 MAESTRO WY	496-090-061-000
6016 LOCKRIDGE DR	464-040-035-000	5200 MAESTRO WY	496-090-058-000
6134 LOCKRIDGE DR	464-030-036-000	5208 MAESTRO WY	496-090-057-000
6165 LOCKRIDGE DR	464-060-016-000	5209 MAESTRO WY	496-090-067-000
6166 LOCKRIDGE DR	464-060-017-000	5216 MAESTRO WY	496-090-056-000
1100 LONDON PL	482-340-074-000	5217 MAESTRO WY	496-090-068-000
1108 LONDON PL	482-340-075-000	5224 MAESTRO WY	496-090-055-000
1109 LONDON PL	482-340-080-000	5232 MAESTRO WY	496-090-054-000
1116 LONDON PL	482-340-076-000	5240 MAESTRO WY	496-090-053-000
1117 LONDON PL	482-340-079-000	138 MAIN ST	011-146-019-000
1124 LONDON PL	482-340-077-000	140 MAIN ST	011-146-018-000
1125 LONDON PL	482-340-078-000	1380 MALLARD CREEK DR	485-050-055-000
116 LOST OAK CT	456-160-023-000	2000 MANNINGTON PL	490-372-012-000

Address	APN	Address	APN
2001 MANNINGTON PL	490-372-033-000	2501 MEAD WY	496-120-023-000
2008 MANNINGTON PL	490-372-013-000	2508 MEAD WY	496-120-035-000
2009 MANNINGTON PL	490-372-032-000	2509 MEAD WY	496-120-024-000
2016 MANNINGTON PL	490-372-014-000	2517 MEAD WY	496-120-025-000
2017 MANNINGTON PL	490-372-031-000	2524 MEAD WY	496-120-034-000
2024 MANNINGTON PL	490-372-015-000	2525 MEAD WY	496-120-026-000
2025 MANNINGTON PL	490-372-030-000	2532 MEAD WY	496-120-033-000
2032 MANNINGTON PL	490-372-016-000	2533 MEAD WY	496-120-027-000
2033 MANNINGTON PL	490-372-029-000	2540 MEAD WY	496-120-032-000
2040 MANNINGTON PL	490-372-017-000	2541 MEAD WY	496-120-028-000
2041 MANNINGTON PL	490-372-028-000	2549 MEAD WY	496-120-029-000
2048 MANNINGTON PL	490-372-018-000	2556 MEAD WY	496-120-031-000
2049 MANNINGTON PL	490-372-027-000	2557 MEAD WY	496-120-030-000
2056 MANNINGTON PL	490-372-019-000	1206 MEADOW LN	469-200-026-000
2057 MANNINGTON PL	490-372-026-000	1208 MEADOW LN	469-200-025-000
2064 MANNINGTON PL	490-372-020-000	1210 MEADOW LN	469-200-007-000
2065 MANNINGTON PL	490-372-025-000	1212 MEADOW LN	469-200-008-000
2072 MANNINGTON PL	490-372-021-000	1213 MEADOW LN	469-200-013-000
2073 MANNINGTON PL	490-372-024-000	1214 MEADOW LN	469-200-009-000
2081 MANNINGTON PL	490-372-023-000	1215 MEADOW LN	469-200-012-000
2089 MANNINGTON PL	490-372-022-000	1217 MEADOW LN	469-200-011-000
1104 MANZA CI	015-520-077-000	1219 MEADOW LN	469-200-010-000
2111 MARCH RD	473-100-014-000	1532 MEADOWLARK WY	469-030-004-000
2140 MARCH RD	473-100-044-000	1532 MEADOWLARK WY	469-030-006-000
2141 MARCH RD	473-100-032-000	1230 MELODY LN	472-330-052-000
2151 MARCH RD	473-100-033-000	3000 MERCATO WY	459-070-037-000
2161 MARCH RD	473-100-034-000	3008 MERCATO WY	459-070-035-000
2170 MARCH RD	473-100-043-000	300 MINERS RAVINE CT	456-320-025-000
2171 MARCH RD	473-100-035-000	301 MINERS RAVINE CT	456-320-022-000
2180 MARCH RD	473-100-042-000	308 MINERS RAVINE CT	456-320-024-000
2181 MARCH RD	473-100-036-000	309 MINERS RAVINE CT	456-320-033-000
2191 MARCH RD	473-100-037-000	316 MINERS RAVINE CT	456-320-023-000
2200 MARCH RD	473-100-041-000	3001 MINERS RAVINE DR	456-010-032-000
2201 MARCH RD	473-100-038-000	3561 MINERS RAVINE DR	456-320-029-000
2210 MARCH RD	473-100-040-000	3569 MINERS RAVINE DR	456-320-030-000
2211 MARCH RD	473-100-039-000	3605 MINERS RAVINE DR	456-310-030-000
79 MARILYN AV	013-083-023-000	3737 MINERS RAVINE DR	455-260-005-000
2896 MARKET ST	494-020-048-000	3745 MINERS RAVINE DR	455-260-006-000
3401 MARKET ST	<null>	3785 MINERS RAVINE DR	455-260-011-000
1100 MARLIN DR	471-190-001-000	3800 MINERS RAVINE DR	455-010-057-000
1110 MARLIN DR	471-180-037-000	3801 MINERS RAVINE DR	455-010-055-000
1345 MARSEILLE LN	482-380-094-000	3851 MINERS RAVINE DR	455-010-056-000
1608 MARSEILLE LN	482-414-038-000	137 MORELLA CT	484-080-033-000
1490 MCANALLY DR	017-370-021-000	4000 MOUNTAIN GLEN DR	496-100-004-000
1499 MCANALLY DR	476-320-069-000	4030 MOUNTAIN GLEN DR	496-100-003-000
1499 MCANALLY DR	476-320-070-000	4050 MOUNTAIN GLEN DR	496-100-002-000
1499 MCANALLY DR	476-320-084-000	4051 MOUNTAIN GLEN DR	496-100-001-000
1499 MCANALLY DR	476-330-041-000	149 MT BALDY CT	482-010-067-000
1499 MCANALLY DR	476-330-042-000	711 MURRAY WY	363-060-018-000
2004 MCLAREN DR	469-120-074-000	712 MURRAY WY	363-060-019-000
2004 MCLAREN DR	469-140-022-000	1430 MUSGRAVE DR	476-460-032-000
2500 MEAD WY	496-120-036-000	100 NAPLES PL	459-090-004-000

Address	APN	Address	APN
101 NAPLES PL	459-090-008-000	1009 OLD COACH DR	492-180-010-000
108 NAPLES PL	459-090-003-000	1016 OLD COACH DR	492-180-046-000
109 NAPLES PL	459-090-007-000	1017 OLD COACH DR	492-180-011-000
116 NAPLES PL	459-090-002-000	1025 OLD COACH DR	492-180-012-000
117 NAPLES PL	459-090-006-000	1056 OLD COACH DR	492-180-047-000
124 NAPLES PL	459-090-001-000	1088 OLD COACH DR	492-180-048-000
125 NAPLES PL	459-090-005-000	1121 OLD COACH DR	492-180-039-000
241 NEVADA AV	013-192-036-000	1129 OLD COACH DR	492-180-040-000
1650 NEW MEADOW DR	485-040-036-000	1137 OLD COACH DR	492-180-041-000
620 OAK ST	013-152-019-000	1145 OLD COACH DR	492-180-042-000
705 OAK ST	013-163-004-000	1150 OLD COACH DR	492-010-047-000
711 OAK ST	013-163-003-000	1153 OLD COACH DR	492-180-043-000
1876 OAK CREST DR	456-190-014-000	1161 OLD COACH DR	492-180-044-000
140 OAK HILL CT	456-120-045-000	1645 OPAL DR	482-120-010-000
140 OAK HILL CT	456-120-047-000	1647 OPAL DR	482-120-011-000
140 OAK HILL CT	456-120-049-000	1655 OPAL DR	482-120-013-000
1566 OAK HILL WY	456-140-028-000	1660 OPAL DR	482-090-009-000
509 OAK RAVINE CT	456-190-003-000	1670 OPAL DR	482-080-010-000
919 OAK RIDGE DR	470-050-008-000	6001 OPERA WY	496-060-047-000
930 OAK RIDGE DR	470-070-058-000	6024 OPERA WY	496-060-051-000
950 OAK RIDGE DR	470-070-041-000	6032 OPERA WY	496-060-052-000
950 OAK RIDGE DR	470-070-042-000	6033 OPERA WY	496-060-034-000
951 OAK RIDGE DR	470-050-017-000	6040 OPERA WY	496-060-053-000
951 OAK RIDGE DR	470-050-018-000	6041 OPERA WY	496-060-033-000
3000 OAK TRAIL WY	492-160-024-000	6048 OPERA WY	496-060-054-000
3001 OAK TRAIL WY	492-160-001-000	6049 OPERA WY	496-060-032-000
3008 OAK TRAIL WY	492-160-023-000	1875 ORCHARD VIEW RD	017-117-048-000
3009 OAK TRAIL WY	492-160-002-000	325 ORKNEY CT	455-230-018-000
3016 OAK TRAIL WY	492-160-022-000	1005 ORLANDO AV	471-020-017-000
3017 OAK TRAIL WY	492-160-003-000	3057 OVERTON WY	494-040-062-000
3024 OAK TRAIL WY	492-160-021-000	700 PADDLEWHEEL CT	017-116-012-000
3025 OAK TRAIL WY	492-160-004-000	6000 PALERMO WY	459-080-044-000
3032 OAK TRAIL WY	492-160-020-000	6001 PALERMO WY	459-080-043-000
3033 OAK TRAIL WY	492-160-005-000	6008 PALERMO WY	459-080-045-000
3040 OAK TRAIL WY	492-160-019-000	6009 PALERMO WY	459-080-042-000
3041 OAK TRAIL WY	492-160-006-000	6016 PALERMO WY	459-080-046-000
3049 OAK TRAIL WY	492-160-007-000	6017 PALERMO WY	459-080-041-000
3057 OAK TRAIL WY	492-160-008-000	6024 PALERMO WY	459-080-047-000
3065 OAK TRAIL WY	492-160-009-000	6025 PALERMO WY	459-080-040-000
3073 OAK TRAIL WY	492-160-010-000	6032 PALERMO WY	459-080-048-000
3081 OAK TRAIL WY	492-160-011-000	6033 PALERMO WY	459-080-039-000
3089 OAK TRAIL WY	492-160-012-000	6040 PALERMO WY	459-080-049-000
3009 OCTAVE AV	496-060-020-000	6041 PALERMO WY	459-080-038-000
3017 OCTAVE AV	496-060-019-000	6048 PALERMO WY	459-080-050-000
3025 OCTAVE AV	496-030-018-000	6049 PALERMO WY	459-080-037-000
3033 OCTAVE AV	496-060-017-000	128 PALOMARES CT	484-050-033-000
3049 OCTAVE AV	496-060-010-000	1100 PARIS DR	482-340-038-000
3161 OLD AUBURN RD	469-230-004-000	1109 PARIS DR	482-430-004-000
3170 OLD AUBURN RD	467-090-002-000	1116 PARIS DR	482-340-055-000
3171 OLD AUBURN RD	468-110-001-000	1117 PARIS DR	482-340-053-000
5041 OLD AUBURN RD	466-020-018-000	1125 PARIS DR	482-340-052-000
5085 OLD AUBURN RD	464-050-017-000	1108 PARIS DR	482-340-056-000

Address	APN	Address	APN
110 PARK DR	013-100-004-000	1057 PATAGONIA WY	496-080-017-000
110 PARK DR	013-100-005-000	1064 PATAGONIA WY	496-080-003-000
1741 PARK OAK DR	456-160-025-000	1072 PATAGONIA WY	496-080-002-000
1796 PARK OAK DR	456-170-020-000	1080 PATAGONIA WY	496-080-001-000
1812 PARK OAK DR	456-170-018-000	1088 PATAGONIA WY	496-070-033-000
1877 PARK OAK DR	456-180-004-000	204 PAUL CT	015-360-026-000
1893 PARK OAK DR	456-180-031-000	4008 PAYSON AV	496-040-068-000
1751 PARK REGENCY DR	483-200-049-000	4016 PAYSON AV	496-040-067-000
4051 PARKLAND WY	492-050-033-000	4024 PAYSON AV	496-040-066-000
1563 PARKSIDE WY	482-440-052-000	4032 PAYSON AV	496-040-065-000
1571 PARKSIDE WY	482-440-053-000	4040 PAYSON AV	496-040-064-000
1650 PARKSIDE WY	017-117-022-000	4088 PAYSON AV	496-040-058-000
1650 PARKSIDE WY	017-117-033-000	4089 PAYSON AV	496-040-055-000
1661 PARKSIDE WY	017-117-034-000	4096 PAYSON AV	496-040-057-000
87 PARRY ST	013-022-033-000	4104 PAYSON AV	496-040-056-000
750 PARRY ST	013-040-003-000	4129 PAYSON AV	496-070-012-000
2000 PASQUAL DR	459-090-038-000	1100 PEORIA WY	496-070-001-000
2001 PASQUAL DR	459-090-037-000	1124 PEORIA WY	496-070-004-000
2008 PASQUAL DR	459-090-039-000	1132 PEORIA WY	496-070-005-000
2009 PASQUAL DR	459-090-036-000	1140 PEORIA WY	496-070-006-000
2016 PASQUAL DR	459-090-040-000	1141 PEORIA WY	496-070-020-000
2017 PASQUAL DR	459-090-035-000	1148 PEORIA WY	496-070-007-000
2024 PASQUAL DR	459-090-041-000	1149 PEORIA WY	496-070-019-000
2025 PASQUAL DR	459-090-034-000	1156 PEORIA WY	496-070-008-000
2032 PASQUAL DR	459-090-042-000	1157 PEORIA WY	496-070-018-000
2033 PASQUAL DR	459-090-033-000	1164 PEORIA WY	496-070-009-000
2041 PASQUAL DR	459-090-032-000	1165 PEORIA WY	496-070-017-000
2049 PASQUAL DR	459-090-031-000	1172 PEORIA WY	496-070-010-000
2055 PASQUAL DR	459-090-059-000	1173 PEORIA WY	496-070-016-000
2057 PASQUAL DR	459-090-030-000	1180 PEORIA WY	496-070-011-000
2064 PASQUAL DR	459-090-043-000	1181 PEORIA WY	496-070-015-000
2065 PASQUAL DR	459-090-029-000	2096 PETRUCHIO WY	455-190-063-000
2072 PASQUAL DR	459-090-044-000	2136 PETRUCHIO WY	455-200-073-000
2073 PASQUAL DR	459-090-028-000	3800 PETTIGREW RD	017-010-023-000
2080 PASQUAL DR	459-090-045-000	1751 PFE RD	473-100-022-000
2081 PASQUAL DR	459-090-027-000	1801 PFE RD	473-100-047-000
2088 PASQUAL DR	459-090-046-000	1961 PFE RD	473-100-030-000
2089 PASQUAL DR	459-090-026-000	4900 PHILLIP RD	017-101-015-000
2097 PASQUAL DR	459-090-025-000	5000 PHILLIP RD	017-101-014-000
2105 PASQUAL DR	459-090-024-000	5220 PHILLIP RD	017-101-019-000
1008 PATAGONIA WY	496-080-010-000	5250 PHILLIP RD	017-101-012-000
1016 PATAGONIA WY	496-080-009-000	5300 PHILLIP RD	017-101-018-000
1017 PATAGONIA WY	496-080-012-000	5480 PHILLIP RD	017-101-016-000
1024 PATAGONIA WY	496-080-008-000	5480 PHILLIP RD	017-101-017-000
1025 PATAGONIA WY	496-080-013-000	5490 PHILLIP RD	017-101-013-000
1032 PATAGONIA WY	496-080-007-000	5730 PHILLIP RD	017-101-007-000
1033 PATAGONIA WY	496-080-014-000	6000 PHILLIP RD	017-101-009-000
1040 PATAGONIA WY	496-080-006-000	6380 PHILLIP RD	496-020-001-000
1041 PATAGONIA WY	496-080-015-000	6382 PHILLIP RD	017-101-008-000
1048 PATAGONIA WY	496-080-005-000	6550 PHILLIP RD	017-020-009-000
1049 PATAGONIA WY	496-080-016-000	6600 PHILLIP RD	017-101-002-000
1056 PATAGONIA WY	496-080-004-000	6996 PHILLIP RD	017-020-011-000

Address	APN	Address	APN
7100 PHILLIP RD	017-101-001-000	5073 PRAIRIE GRASS WY	492-170-048-000
7500 PHILLIP RD	017-090-017-000	5080 PRAIRIE GRASS WY	492-170-031-000
7550 PHILLIP RD	017-010-018-000	5081 PRAIRIE GRASS WY	492-170-021-000
7600 PHILLIP RD	017-010-021-000	5088 PRAIRIE GRASS WY	492-170-030-000
8050 PHILLIP RD	017-090-054-000	5089 PRAIRIE GRASS WY	492-170-022-000
8080 PHILLIP RD	017-010-033-000	5096 PRAIRIE GRASS WY	492-170-050-000
1001 PINE LOG PL	490-372-011-000	5097 PRAIRIE GRASS WY	492-170-023-000
1009 PINE LOG PL	490-372-010-000	5104 PRAIRIE GRASS WY	492-170-049-000
1017 PINE LOG PL	490-372-009-000	5105 PRAIRIE GRASS WY	492-170-024-000
1025 PINE LOG PL	490-372-008-000	5112 PRAIRIE GRASS WY	492-170-027-000
1033 PINE LOG PL	490-372-007-000	5113 PRAIRIE GRASS WY	492-170-025-000
1357 PIPER PL	482-430-009-000	5121 PRAIRIE GRASS WY	492-170-026-000
981 PLEASANT GROVE BL	363-020-009-000	2150 PRAIRIE TOWN WY	492-010-048-000
1241 PLEASANT GROVE BL	017-410-072-000	2151 PRAIRIE TOWN WY	492-010-017-000
1257 PLEASANT GROVE BL	017-410-066-000	361 PRINCETON CT	458-050-072-000
1260 PLEASANT GROVE BL	477-080-006-000	1000 PROVENCE VILLAGE DR	482-340-032-000
1270 PLEASANT GROVE BL	477-100-002-000	1008 PROVENCE VILLAGE DR	482-340-033-000
1270 PLEASANT GROVE BL	477-520-019-000	1016 PROVENCE VILLAGE DR	482-340-034-000
1273 PLEASANT GROVE BL	477-100-011-000	1024 PROVENCE VILLAGE DR	482-340-035-000
1585 PLEASANT GROVE BL	017-370-015-000	1032 PROVENCE VILLAGE DR	482-340-036-000
1701 PLEASANT GROVE BL	017-162-074-000	1040 PROVENCE VILLAGE DR	482-340-037-000
1721 PLEASANT GROVE BL	017-162-087-000	1072 PROVENCE VILLAGE DR	482-430-003-000
1751 PLEASANT GROVE BL	017-162-088-000	1080 PROVENCE VILLAGE DR	482-340-039-000
1798 PLEASANT GROVE BL	017-162-049-000	1088 PROVENCE VILLAGE DR	482-340-040-000
1875 PLEASANT GROVE BL	017-151-034-000	1096 PROVENCE VILLAGE DR	482-340-041-000
2151 PLEASANT GROVE BL	017-151-023-000	1104 PROVENCE VILLAGE DR	482-340-042-000
2300 PLEASANT GROVE BL	017-151-021-000	540 QUAILS NEST CT	482-320-078-000
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2400 PLEASANT GROVE BL	017-151-020-000	9017 QUARTET AV	<null>
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2529 PLEASANT GROVE BL	490-300-017-000	9032 QUARTET AV	<null>
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3365 PLEASANT GROVE BL	496-100-015-000	9081 QUARTET AV	<null>
3375 PLEASANT GROVE BL	017-151-009-000	9088 QUARTET AV	<null>
4011 PORCH SWING DR	492-050-021-000	9089 QUARTET AV	<null>
5041 PRAIRIE GRASS WY	492-170-016-000	9096 QUARTET AV	<null>
5049 PRAIRIE GRASS WY	492-170-017-000	5000 RECITAL WY	496-060-025-000
5057 PRAIRIE GRASS WY	492-170-018-000	5001 RECITAL WY	496-060-026-000
5065 PRAIRIE GRASS WY	492-170-047-000	5008 RECITAL WY	496-060-039-000
5072 PRAIRIE GRASS WY	492-170-032-000	5009 RECITAL WY	496-060-038-000

Address	APN	Address	APN
5016 RECITAL WY	496-060-040-000	400 ROSEVILLE RD	472-070-018-000
5017 RECITAL WY	496-030-037-000	400 ROSEVILLE RD	472-080-007-000
5025 RECITAL WY	496-060-036-000	400 ROSEVILLE RD	472-080-008-000
5032 RECITAL WY	496-060-042-000	420 ROSEVILLE RD	472-080-009-000
5033 RECITAL WY	496-060-035-000	444 ROSEVILLE RD	472-070-015-000
910 RESERVE DR	015-490-036-000	444 ROSEVILLE RD	472-070-016-000
940 RESERVE DR	015-490-035-000	446 ROSEVILLE RD	472-070-011-000
100 RIFLE CT	492-180-020-000	446 ROSEVILLE RD	472-070-017-000
101 RIFLE CT	492-180-013-000	450 ROSEVILLE RD	472-060-010-000
108 RIFLE CT	492-180-019-000	450 ROSEVILLE RD	472-060-013-000
109 RIFLE CT	492-180-014-000	470 ROSEVILLE RD	472-060-014-000
116 RIFLE CT	492-180-018-000	470 ROSEVILLE RD	472-060-015-000
117 RIFLE CT	492-180-015-000	470 ROSEVILLE RD	472-060-016-000
125 RIFLE CT	492-180-016-000	476 ROSEVILLE RD	472-060-022-000
133 RIFLE CT	492-180-017-000	480 ROSEVILLE RD	472-050-020-000
319 RIVERSIDE AV	014-141-014-000	480 ROSEVILLE RD	472-050-022-000
404 RIVERSIDE AV	014-033-029-000	482 ROSEVILLE RD	472-050-024-000
437 RIVERSIDE AV	014-251-015-000	484 ROSEVILLE RD	472-050-034-000
640 RIVERSIDE AV	014-084-030-000	484 ROSEVILLE RD	472-050-035-000
648 RIVERSIDE AV	472-120-001-000	485 ROSEVILLE RD	472-050-010-000
649 RIVERSIDE AV	472-200-031-000	486 ROSEVILLE RD	472-050-007-000
1697 ROADRUNNER DR	483-240-042-000	486 ROSEVILLE RD	472-050-008-000
1698 ROADRUNNER DR	483-240-043-000	486 ROSEVILLE RD	472-050-014-000
1698 ROADRUNNER DR	483-260-026-000	490 ROSEVILLE RD	472-050-012-000
1411 ROCKY RIDGE DR	048-010-067-000	490 ROSEVILLE RD	472-050-013-000
1640 ROCKY RIDGE DR	048-520-031-000	977 ROSEVILLE PW	363-020-024-000
1771 ROCKY RIDGE DR	048-371-018-000	1001 ROSEVILLE PW	363-030-064-000
1950 ROCKY RIDGE DR	469-070-001-000	1035 ROSEVILLE PW	363-011-047-000
1950 ROCKY RIDGE DR	469-070-030-000	1097 ROSEVILLE PW	363-011-015-000
1951 ROCKY RIDGE DR	469-100-014-000	1098 ROSEVILLE PW	363-011-041-000
1951 ROCKY RIDGE DR	469-170-010-000	1160 ROSEVILLE PW	363-011-057-000
1995 ROCKY RIDGE DR	469-100-013-000	1261 ROSEVILLE PW	015-011-021-000
7000 ROMA WY	459-080-058-000	1351 E ROSEVILLE PW	015-450-002-000
7001 ROMA WY	459-080-057-000	1395 E ROSEVILLE PW	456-010-022-000
7008 ROMA WY	459-080-059-000	1405 E ROSEVILLE PW	015-450-040-000
7009 ROMA WY	459-080-056-000	1405 E ROSEVILLE PW	046-060-013-000
7016 ROMA WY	459-080-060-000	1405 E ROSEVILLE PW	456-010-036-000
7017 ROMA WY	459-080-055-000	1447 E ROSEVILLE PW	456-010-056-000
7024 ROMA WY	459-080-061-000	1451 E ROSEVILLE PW	456-010-017-000
7025 ROMA WY	459-080-054-000	1460 E ROSEVILLE PW	456-010-051-000
7032 ROMA WY	459-080-062-000	1505 E ROSEVILLE PW	456-010-033-000
7033 ROMA WY	459-080-053-000	1535 E ROSEVILLE PW	456-010-018-000
7040 ROMA WY	459-080-063-000	1535 E ROSEVILLE PW	456-010-034-000
7041 ROMA WY	459-080-052-000	1555 E ROSEVILLE PW	456-010-019-000
7048 ROMA WY	459-080-064-000	1565 E ROSEVILLE PW	456-010-020-000
7049 ROMA WY	459-080-051-000	1745 E ROSEVILLE PW	048-160-034-000
7056 ROMA WY	459-080-065-000	1760 E ROSEVILLE PW	048-171-044-000
1516 ROSE GLEN DR	456-070-058-000	1765 E ROSEVILLE PW	048-160-037-000
400 ROSEVILLE RD	472-060-011-000	1770 E ROSEVILLE PW	458-020-001-000
400 ROSEVILLE RD	472-060-012-000	1780 E ROSEVILLE PW	458-050-078-000
400 ROSEVILLE RD	472-070-008-000	1784 E ROSEVILLE PW	458-050-077-000
400 ROSEVILLE RD	472-070-009-000	1851 E ROSEVILLE PW	468-010-044-000

Address	APN	Address	APN
1128 ROTHBURY LN	490-300-025-000	8170 SIERRA COLLEGE BL	048-021-057-000
1136 ROTHBURY LN	490-300-024-000	8250 SIERRA COLLEGE BL	048-021-058-000
1144 ROTHBURY LN	490-300-023-000	8900 SIERRA COLLEGE BL	048-160-035-000
1152 ROTHBURY LN	490-300-022-000	9233 SIERRA COLLEGE BL	466-190-025-000
1160 ROTHBURY LN	490-300-021-000	9237 SIERRA COLLEGE BL	466-190-026-000
1168 ROTHBURY LN	490-300-020-000	9273 SIERRA COLLEGE BL	466-190-031-000
1176 ROTHBURY LN	490-300-019-000	9277 SIERRA COLLEGE BL	466-190-030-000
1184 ROTHBURY LN	490-300-018-000	9701 SIERRA COLLEGE BL	466-030-021-000
1109 ROTHWELL LN	490-210-033-000	9713 SIERRA COLLEGE BL	466-030-046-000
2016 RUSTLER DR	492-190-009-000	1500 SIERRA GARDENS DR	469-030-005-000
2024 RUSTLER DR	492-190-008-000	1620 SIERRA GARDENS DR	048-203-005-000
2032 RUSTLER DR	492-190-007-000	1621 SIERRA GARDENS DR	048-183-003-000
1916 SAINT ANTHONY LN	483-310-032-000	1621 SIERRA GARDENS DR	048-186-003-000
601 SAINT ARMEL PL	482-440-033-000	1621 SIERRA GARDENS DR	048-201-001-000
609 SAINT ARMEL PL	482-440-034-000	1621 SIERRA GARDENS DR	048-210-007-000
617 SAINT ARMEL PL	482-440-035-000	5050 SIERRA TRAIL DR	496-100-009-000
625 SAINT ARMEL PL	482-440-036-000	5100 SIERRA TRAIL DR	496-100-008-000
1896 SAINT BASIL CI	483-330-047-000	4000 SILVER PLUME WY	496-160-001-000
1904 SAINT BASIL CI	483-300-046-000	4008 SILVER PLUME WY	496-160-002-000
1916 SAINT PATRICK LN	483-300-047-000	4016 SILVER PLUME WY	496-160-003-000
1202 SAMOA WY	469-130-032-000	350 SIXTH ST	014-051-017-000
1203 SAMOA WY	469-130-028-000	201 SNOWY EGRET CT	456-180-006-000
1204 SAMOA WY	469-130-033-000	2 SOMER RIDGE DR	471-020-036-000
1205 SAMOA WY	469-130-027-000	4001 SONATA WY	496-060-009-000
1206 SAMOA WY	469-130-034-000	4008 SONATA WY	496-060-021-000
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1216 SAMOA WY	469-130-039-000	4041 SONATA WY	496-060-004-000
1623 SANTA CLARA DR	048-260-037-000	4049 SONATA WY	496-060-003-000
1781 SANTA CLARA DR	013-213-026-000	4057 SONATA WY	496-060-002-000
1009 SCARBOROUGH DR	455-200-072-000	4065 SONATA WY	496-060-001-000
1151 SCARBOROUGH DR	455-210-061-000	4073 SONATA WY	496-060-061-000
1001 SECRET RAVINE PW	456-010-073-000	1202 SOUTH BLUFF DR	017-410-032-000
1351 SECRET RAVINE PW	456-010-042-000	6650 STANFORD RANCH RD	017-123-057-000
1601 SECRET RAVINE PW	455-010-032-000	2208 STANSFIELD DR	496-040-014-000
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5925 SHADY FIR LN	017-162-046-000	2217 STANSFIELD DR	496-040-010-000
1001 SHEARER ST	013-012-023-000	2224 STANSFIELD DR	496-040-016-000
4277 SHORTHORN WY	492-130-021-000	2225 STANSFIELD DR	496-040-009-000
4285 SHORTHORN WY	492-130-020-000	2233 STANSFIELD DR	496-040-008-000
7200 SIERRA COLLEGE BL	455-010-052-000	2241 STANSFIELD DR	496-040-007-000
7400 SIERRA COLLEGE BL	455-010-022-000	2249 STANSFIELD DR	496-040-006-000
7500 SIERRA COLLEGE BL	046-070-003-000	2257 STANSFIELD DR	496-040-005-000
7500 SIERRA COLLEGE BL	046-090-059-000	2265 STANSFIELD DR	496-040-004-000
7550 SIERRA COLLEGE BL	046-090-060-000	2272 STANSFIELD DR	496-040-026-000
8160 SIERRA COLLEGE BL	048-021-056-000	2280 STANSFIELD DR	496-040-027-000

Address	APN	Address	APN
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2289 STANSFIELD DR	496-040-001-000	1140 SUNRISE AV	471-140-045-000
5008 STETSON ST	492-180-036-000	1180 SUNRISE AV	471-120-001-000
5009 STETSON ST	492-180-031-000	1181 SUNRISE AV	470-160-035-000
5016 STETSON ST	492-180-035-000	1001 SWEET PEA PL	482-340-073-000
5017 STETSON ST	492-180-032-000	1008 SWEET PEA PL	482-340-067-000
5024 STETSON ST	492-180-034-000	1009 SWEET PEA PL	482-340-072-000
5025 STETSON ST	492-180-033-000	1016 SWEET PEA PL	482-340-068-000
5032 STETSON ST	492-190-018-000	1017 SWEET PEA PL	482-340-071-000
5033 STETSON ST	492-190-015-000	1024 SWEET PEA PL	482-340-069-000
5041 STETSON ST	492-190-016-000	1025 SWEET PEA PL	482-340-070-000
5049 STETSON ST	492-190-017-000	2016 SYMPHONY AV	496-060-027-000
2677 STOCKWOOD DR	468-210-041-000	2048 SYMPHONY AV	496-060-031-000
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715 SUNRISE AV	470-010-044-000	1008 TERESA PL	482-340-061-000
718 SUNRISE AV	471-220-021-000	1009 TERESA PL	482-340-064-000
724 SUNRISE AV	014-293-018-000	1016 TERESA PL	482-340-062-000
724 SUNRISE AV	471-220-022-000	1017 TERESA PL	482-340-063-000
726 SUNRISE AV	471-220-002-000	200 THOMAS ST	013-063-015-000
726 SUNRISE AV	471-220-011-000	905 TINA WY	014-422-015-000
726 SUNRISE AV	471-220-012-000	907 TINA WY	471-180-002-000
726 SUNRISE AV	471-220-014-000	2547 TRADEWINDS DR	017-117-023-000
726 SUNRISE AV	471-220-016-000	1208 TURIN PL	482-340-050-000
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217 VALENTINO CT	<null>	3008 VERWOOD PL	490-372-035-000
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309 VALLEJO AV	015-080-019-000	3040 VERWOOD PL	490-372-039-000
531 VALLEJO AV	011-250-007-000	3048 VERWOOD PL	490-372-040-000
86 VALLEY OAK DR	472-370-013-000	3056 VERWOOD PL	490-372-041-000
88 VALLEY OAK DR	472-370-014-000	3064 VERWOOD PL	490-372-042-000
90 VALLEY OAK DR	472-370-015-000	3072 VERWOOD PL	490-372-043-000
92 VALLEY OAK DR	472-370-016-000	3080 VERWOOD PL	490-372-044-000
94 VALLEY OAK DR	472-370-017-000	3088 VERWOOD PL	490-372-045-000
96 VALLEY OAK DR	472-370-018-000	3096 VERWOOD PL	490-372-046-000
98 VALLEY OAK DR	472-370-019-000	3104 VERWOOD PL	490-372-047-000
99 VALLEY OAK DR	472-370-035-000	3112 VERWOOD PL	490-372-048-000
100 VALLEY OAK DR	472-370-020-000	1764 VIGNOLIA LP	484-211-001-000
101 VALLEY OAK DR	472-370-034-000	1772 VIGNOLIA LP	484-211-002-000
102 VALLEY OAK DR	472-370-021-000	1780 VIGNOLIA LP	484-211-003-000
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104 VALLEY OAK DR	472-370-022-000	1796 VIGNOLIA LP	484-211-005-000
105 VALLEY OAK DR	472-370-032-000	1804 VIGNOLIA LP	484-211-006-000
106 VALLEY OAK DR	472-370-023-000	1812 VIGNOLIA LP	484-211-007-000
107 VALLEY OAK DR	472-370-031-000	1813 VIGNOLIA LP	484-212-001-000
108 VALLEY OAK DR	472-370-024-000	3025 VILLAGE CENTER DR	490-258-008-000
109 VALLEY OAK DR	472-370-030-000	3033 VILLAGE CENTER DR	490-258-009-000
110 VALLEY OAK DR	472-370-025-000	3041 VILLAGE CENTER DR	490-258-010-000
111 VALLEY OAK DR	472-370-029-000	2170 VILLAGE GREEN DR	490-372-067-000
112 VALLEY OAK DR	472-370-026-000	2171 VILLAGE GREEN DR	490-371-001-000
113 VALLEY OAK DR	472-370-028-000	2202 VILLAGE GREEN DR	490-372-063-000
114 VALLEY OAK DR	472-370-027-000	2203 VILLAGE GREEN DR	490-371-005-000
200 VANNEY CT	455-300-037-000	2210 VILLAGE GREEN DR	490-372-062-000
201 VANNEY CT	455-300-029-000	2211 VILLAGE GREEN DR	490-371-006-000
208 VANNEY CT	455-300-036-000	2218 VILLAGE GREEN DR	490-372-061-000
209 VANNEY CT	455-300-030-000	2219 VILLAGE GREEN DR	490-371-007-000
216 VANNEY CT	455-300-035-000	2226 VILLAGE GREEN DR	490-372-060-000
217 VANNEY CT	455-300-031-000	2227 VILLAGE GREEN DR	490-371-008-000
224 VANNEY CT	455-300-034-000	2234 VILLAGE GREEN DR	490-372-059-000
225 VANNEY CT	455-300-032-000	2235 VILLAGE GREEN DR	490-371-009-000
233 VANNEY CT	455-300-033-000	2242 VILLAGE GREEN DR	490-372-058-000
1846 VERRAZONA DR	484-200-037-000	2243 VILLAGE GREEN DR	490-371-010-000
1847 VERRAZONA DR	484-200-036-000	3161 VILLAGE PLAZA DR	490-372-002-000
1858 VERRAZONA DR	484-212-025-000	3169 VILLAGE PLAZA DR	490-372-003-000
1859 VERRAZONA DR	484-213-001-000	3177 VILLAGE PLAZA DR	490-372-004-000
1866 VERRAZONA DR	484-212-024-000	3185 VILLAGE PLAZA DR	490-372-005-000
1867 VERRAZONA DR	484-213-002-000	3193 VILLAGE PLAZA DR	490-372-006-000
1874 VERRAZONA DR	484-212-023-000	511 VINE WY	014-350-061-000
1875 VERRAZONA DR	484-213-003-000	513 VINE WY	014-350-066-000
1882 VERRAZONA DR	484-212-022-000	523 VINE WY	014-350-065-000
1883 VERRAZONA DR	484-213-004-000	601 VINE AV	014-201-018-000
1891 VERRAZONA DR	484-213-005-000	1590 VINEYARD RD	012-260-069-000
1899 VERRAZONA DR	484-213-006-000	2117 VIOLA WY	046-020-064-000
1907 VERRAZONA DR	484-213-007-000	1000 VISTA GRANDE BL	017-151-025-000

Address	APN	Address	APN
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1301 VISTA GRANDE DR	017-151-025-000	1253 VISTA VERDE DR	492-200-001-000
1501 VISTA GRANDE DR	017-151-025-000	4025 VITTORIO DR	459-090-062-000
1600 VISTA GRANDE DR	017-151-025-000	4049 VITTORIO DR	459-090-063-000
1800 VISTA GRANDE DR	017-151-025-000	4056 VITTORIO DR	459-090-056-000
2100 VISTA GRANDE DR	017-151-025-000	4064 VITTORIO DR	459-090-055-000
2101 VISTA GRANDE BL	017-151-025-000	4072 VITTORIO DR	459-080-029-000
2201 VISTA GRANDE DR	017-151-028-000	4080 VITTORIO DR	459-080-028-000
2500 VISTA GRANDE BL	017-151-025-000	4088 VITTORIO DR	459-080-027-000
3000 VISTA GRANDE DR	017-151-025-000	4104 VITTORIO DR	459-080-026-000
3100 VISTA GRANDE DR	017-151-025-000	4112 VITTORIO DR	459-080-025-000
3200 VISTA GRANDE DR	017-151-025-000	4120 VITTORIO DR	459-080-024-000
100 VISTA VERDE CT	492-180-001-000	4128 VITTORIO DR	459-080-023-000
101 VISTA VERDE CT	492-180-008-000	4136 VITTORIO DR	459-080-022-000
109 VISTA VERDE CT	492-180-007-000	4144 VITTORIO DR	459-080-021-000
117 VISTA VERDE CT	492-180-045-000	4150 VITTORIO DR	459-080-078-000
132 VISTA VERDE CT	492-180-005-000	4160 VITTORIO DR	459-080-020-000
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1109 VISTA VERDE DR	492-210-011-000	4185 VITTORIO DR	459-080-072-000
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1180 VISTA VERDE DR	492-210-027-000	4256 VITTORIO DR	459-080-008-000
1181 VISTA VERDE DR	492-210-002-000	1105 VOLONNE DR	482-450-041-000
1188 VISTA VERDE DR	492-210-028-000	1113 VOLONNE DR	482-450-042-000
1189 VISTA VERDE DR	492-210-001-000	1121 VOLONNE DR	482-450-043-000
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1197 VISTA VERDE DR	492-200-008-000	1153 VOLONNE DR	482-450-046-000
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1245 VISTA VERDE DR	492-200-002-000	1409 VOLONNE DR	482-450-072-000

Address	APN	Address	APN
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1432 VOLONNE DR	482-450-064-000	4137 WEATHERVANE WY	492-130-043-000
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3001 WALCOTT WY	455-300-068-000	4161 WEATHERVANE WY	492-130-040-000
3008 WALCOTT WY	455-300-057-000	4209 WEATHERVANE WY	492-130-004-000
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3048 WALCOTT WY	455-300-052-000	308 WELTON CT	496-050-013-000
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8477 WASHINGTON BL	360-070-004-000	3121 WELTON CI	496-050-050-000
8481 WASHINGTON BL	360-070-012-000	3129 WELTON CI	496-050-051-000
8485 WASHINGTON BL	360-070-011-000	3136 WELTON CI	496-050-065-000
8850 WASHINGTON BL	363-220-033-000	3144 WELTON CI	496-050-064-000
8990 WASHINGTON BL	363-020-019-000	3152 WELTON CI	496-050-063-000
9000 WASHINGTON BL	363-020-018-000	3160 WELTON CI	496-050-062-000
9001 WASHINGTON BL	017-123-010-000	3168 WELTON CI	496-050-061-000
1123 WAYNE DR	014-130-008-000	3176 WELTON CI	496-050-060-000
4104 WEATHERVANE WY	492-130-032-000	3184 WELTON CI	496-050-059-000
4112 WEATHERVANE WY	492-130-033-000	3192 WELTON CI	496-050-025-000

Address	APN	Address	APN
3200 WELTON CI	496-050-026-000	121 WILLS RD	015-150-002-000
3208 WELTON CI	496-050-027-000	125 WILLS RD	015-150-023-000
3215 WELTON CI	496-050-033-000	131 WILLS RD	015-140-004-000
3216 WELTON CI	496-050-028-000	1604 WINCHESTER WY	048-380-026-000
3224 WELTON CI	496-050-029-000	1605 WINCHESTER WY	048-380-027-000
3225 WELTON CI	496-050-032-000	1620 WINCHESTER WY	048-430-021-000
3232 WELTON CI	496-050-030-000	1101 WIND PL	482-340-059-000
3240 WELTON CI	496-050-031-000	1109 WIND PL	482-340-058-000
3243 WELTON CI	496-050-011-000	1117 WIND PL	482-340-057-000
3257 WELTON CI	496-050-010-000	1001 WINDING CREEK RD	017-250-058-000
3265 WELTON CI	496-050-009-000	1200 WINDING CREEK RD	485-090-001-000
3273 WELTON CI	496-050-008-000	1201 WINDING CREEK RD	485-090-004-000
3281 WELTON CI	496-050-007-000	1300 WINDING CREEK RD	485-080-004-000
3289 WELTON CI	496-050-006-000	1400 WINDING CREEK RD	485-080-003-000
3297 WELTON CI	496-050-005-000	1500 WINDING CREEK RD	485-080-002-000
3305 WELTON CI	496-050-004-000	1600 WINDING CREEK RD	485-080-001-000
3312 WELTON CI	496-050-018-000	1601 WINDING CREEK RD	485-090-005-000
3320 WELTON CI	496-050-019-000	5001 WOOD WY	496-180-028-000
3328 WELTON CI	496-050-020-000	5009 WOOD WY	496-180-029-000
3329 WELTON CI	<null>	5017 WOOD WY	496-180-030-000
3336 WELTON CI	496-050-021-000	5024 WOOD WY	496-170-019-000
3344 WELTON CI	496-050-022-000	5025 WOOD WY	496-180-031-000
1500 WESTBROOK BL	017-151-015-000	5032 WOOD WY	496-170-018-000
1600 WESTBROOK BL	017-151-013-000	5033 WOOD WY	496-180-032-000
1601 WESTBROOK BL	017-151-016-000	5040 WOOD WY	496-170-017-000
1620 WESTBROOK BL	017-151-012-000	5041 WOOD WY	496-180-033-000
1640 WESTBROOK BL	017-151-011-000	5048 WOOD WY	496-170-016-000
1700 WESTBROOK BL	496-100-010-000	5049 WOOD WY	496-180-034-000
1950 WESTBROOK BL	496-100-005-000	5056 WOOD WY	496-170-015-000
2200 WESTBROOK BL	496-030-012-000	5057 WOOD WY	496-180-035-000
2201 WESTBROOK BL	496-030-011-000	5064 WOOD WY	496-170-014-000
2275 WESTBROOK BL	496-030-008-000	5065 WOOD WY	496-180-036-000
2300 WESTBROOK BL	496-020-034-000	5072 WOOD WY	496-170-013-000
2600 WESTBROOK BL	496-020-033-000	5073 WOOD WY	496-180-037-000
2701 WESTBROOK BL	496-020-027-000	5080 WOOD WY	496-130-031-000
2800 WESTBROOK BL	496-020-032-000	5081 WOOD WY	496-140-001-000
2801 WESTBROOK BL	496-020-014-000	5088 WOOD WY	496-130-030-000
2801 WESTBROOK BL	496-020-015-000	5089 WOOD WY	496-140-002-000
2901 WESTBROOK BL	496-020-035-000	5096 WOOD WY	496-130-029-000
1790 WESTHILLS DR	017-162-078-000	5097 WOOD WY	496-140-003-000
4251 WESTPARK DR	017-101-029-000	5104 WOOD WY	496-130-028-000
4351 WESTPARK DR	496-030-010-000	5105 WOOD WY	496-140-004-000
4401 WESTPARK DR	496-030-009-000	5112 WOOD WY	496-130-027-000
4501 WESTPARK DR	017-101-027-000	5113 WOOD WY	496-140-005-000
4601 WESTPARK DR	017-101-026-000	5120 WOOD WY	496-130-026-000
2101 WHARTON LN	490-360-002-000	5121 WOOD WY	496-140-006-000
417 WHEAT FIELD CT	482-320-077-000	5129 WOOD WY	496-140-007-000
4015 WHEELRIGHT WY	492-070-033-000	5136 WOOD WY	496-130-025-000
10 WHYTE AV	471-050-007-000	5137 WOOD WY	496-140-008-000
225 WILLOW AV	014-152-007-000	5144 WOOD WY	496-130-024-000
111 WILLS RD	015-150-024-000	5145 WOOD WY	496-140-009-000
119 WILLS RD	015-150-025-000	5152 WOOD WY	496-130-023-000

Address	APN	Address	APN
5153 WOOD WY	496-140-010-000		
5160 WOOD WY	496-130-022-000		
5161 WOOD WY	496-140-011-000		
5168 WOOD WY	496-130-021-000		
5169 WOOD WY	496-140-012-000		
5176 WOOD WY	496-130-020-000		
5177 WOOD WY	496-140-013-000		
2001 WOODCREEK OAKS BL	017-370-014-000		
2500 WOODCREEK OAKS BL	476-200-030-000		
2551 WOODCREEK OAKS BL	017-370-016-000		
3050 WOODCREEK OAKS BL	017-370-022-000		
6080 WOODCREEK OAKS BL	017-230-053-000		
6560 WOODCREEK OAKS BL	017-230-054-000		
8300 WOODCREEK OAKS BL	017-230-060-000		
8500 WOODCREEK OAKS BL	481-020-012-000		
8501 WOODCREEK OAKS BL	481-020-009-000		
8501 WOODCREEK OAKS BL	481-020-010-000		
8501 WOODCREEK OAKS BL	481-020-011-000		
8501 WOODCREEK OAKS BL	481-020-014-000		
8700 WOODCREEK OAKS BL	481-010-012-000		
8701 WOODCREEK OAKS BL	481-010-011-000		
8701 WOODCREEK OAKS BL	481-090-075-000		
10200 WOODCREEK OAKS BL	482-130-012-000		
10400 WOODCREEK OAKS BL	482-130-011-000		
10430 WOODCREEK OAKS BL	482-130-009-000		
10590 WOODCREEK OAKS BL	482-130-008-000		
912 WOODLAKE LN	470-030-002-000		
912 WOODLAKE LN	470-030-029-000		
920 WOODLAKE LN	470-023-028-000		
920 WOODLAKE LN	470-030-001-000		
3008 YOUNGTOWN AV	496-070-021-000		
3009 YOUNGTOWN AV	496-070-032-000		
3016 YOUNGTOWN AV	496-070-022-000		
3017 YOUNGTOWN AV	496-070-031-000		
3024 YOUNGTOWN AV	496-070-023-000		
3025 YOUNGTOWN AV	496-070-030-000		
3032 YOUNGTOWN AV	496-070-024-000		
3033 YOUNGTOWN AV	496-070-029-000		
3040 YOUNGTOWN AV	496-070-025-000		
3041 YOUNGTOWN AV	496-070-028-000		
3048 YOUNGTOWN AV	496-070-026-000		
500 YUMA CT	496-040-017-000		
501 YUMA CT	496-040-025-000		
508 YUMA CT	496-040-018-000		
509 YUMA CT	496-040-024-000		
517 YUMA CT	496-040-023-000		
525 YUMA CT	496-040-022-000		

COUNCIL/STAFF/REPORTS/COMMENTS

Agenda Item# //

ADJOURNMENT

Agenda Item# 12